

## NON-DISCLOSURE AND COMMON INTEREST AGREEMENT

WHEREAS, \_\_\_\_\_ (hereinafter referred to as the disclosing party) wishes to transmit certain information, data and material which the disclosing party deems proprietary to INTELLECTUAL PROPERTY INSURANCE SERVICES CORPORATION along with its employees, attorneys, agents and principals (collectively hereinafter referred to as the receiving party) which may include information on disclosing party's products, methods, unpublished patent applications, trade secrets or legal opinions issued to disclosing party.

WHEREAS, the receiving party wishes to receive such information for the sole purpose of evaluating the disclosing party's application for intellectual property insurance and administering any such insurance or providing related services ("the Purpose").

NOW, THEREFORE, the parties hereto agree that for a period of three (3) years from the latest date of receipt of information identified as PROPRIETARY or CONFIDENTIAL, whether oral or in written form, the receiving party shall not disclose it to any other person, firm or corporation or use it for its own benefit except as provided herein and shall use the same degree of care to avoid publication or dissemination of such information which it does not desire to have published or disseminated. Such information shall not be deemed proprietary and the receiving party shall have no obligation with respect to any such information which: (i) is known to the receiving party prior to its receipt from the disclosing party; or (ii) is or becomes publicly known through no wrongful or negligent act of the receiving party; or (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by the receiving party or its employees or agents without reliance or reference to the information furnished hereunder; or (v) is approved for release by written authorization of the disclosing party.

All materials received by the receiving party shall be retained in strict confidence by the receiving party and shall not be used for any reason other than the Purpose.

All materials received by the receiving party shall not be used in any form or in any way by the receiving party to: (i) compete with the disclosing party; or (ii) serve as the basis or partial basis for an investment in any individual or entity that may compete with the disclosing party during the period of confidentiality specified herein; or (iii) serve as the basis or partial basis for promoting any individual or entity that may compete with the disclosing party during the period of confidentiality specified herein; or (iv) serve as the basis or partial basis for insuring any individual or entity that may compete with the disclosing party during the period of confidentiality specified herein.

Upon discovery of an inadvertent disclosure or use, the receiving party shall take whatever steps may be necessary to prevent any further inadvertent publication, dissemination or use.

The parties to this Agreement share a common interest in the communication of confidential information regarding the Purpose. Exchanges of confidential information regarding the Purpose are undertaken in anticipation of litigation involving adverse third parties. The parties intend that all communications and exchanges of information between them and/or their counsel shall be and maintained as confidential under this Agreement unless the communicating or disclosing party expressly indicates otherwise. The attorney-client privilege, work product doctrine and all other protections and immunities are not waived and shall extend to communications and information exchanged and disclosed between the Parties and/or their counsel in the course of the Purpose of this Agreement.

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly implied or otherwise, for any invention, discovery or improvement hereafter made, conceived, or acquired prior to the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as set forth below:

INTELLECTUAL PROPERTY INSURANCE  
SERVICES CORPORATION

\_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_