



LAMBERT & LAMBERT, INC.

Invention Marketing and Licensing

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Phone: 651-552-0080 Fax: 651-552-7678

CONFIDENTIALITY, NONDISCLOSURE & NON-COMPETE AGREEMENT

(Inventor's Name) _____, referred to as INVENTOR, and Lambert & Lambert, Inc., referred to as RECIPIENT, agree:

The parties intend to engage in substantive negotiations and discussions regarding certain new and useful business opportunities, trade secrets, economic studies, inventions, and scientific information; the rights related to such information, generally regarding:

(Title of Invention) _____ shall be as follows:

INVENTOR claims sole rights to the information, and INVENTOR is willing to disclose the same, in consideration of the following covenants and agreements made by RECIPIENT:

RECIPIENT shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. RECIPIENT shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the RECIPIENT uses for its most crucial proprietary and trade secret information.

Further, RECIPIENT agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with INVENTOR.

Additionally, any improvements made as a result of the disclosure by RECIPIENT shall be disclosed to INVENTOR, and, RECIPIENT further agrees to assign such improvements to INVENTOR, and to execute any and all further documents as may be requested by INVENTOR to perfect the rights of the INVENTOR to such information.

The obligation of confidentiality shall not apply to any information which was already known to RECIPIENT at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by INVENTOR, provided that the third party had authority to make such disclosure. RECIPIENT shall notify INVENTOR, in writing, within 60 days of receipt of this disclosure, the information disclosed by INVENTOR which RECIPIENT claims falls under the provisions of this paragraph related to earlier knowledge, publication, or prior disclosure.

The obligations of confidentiality will cease at such time when, the information becomes generally known through no fault of RECIPIENT, or upon voluntary disclosure of such information by INVENTOR to the public.

Signed,

RECIPIENT

INVENTOR

Name: Terry Lambert, Vice President
Company: Lambert & Lambert, Inc.
Date: _____

Name: _____
Date: _____

INVENTOR CONTACT INFORMATION

Address: _____ Fax: _____
City/State/Zip: _____ Email: _____