

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement"), effective this _____ day of _____ [insert month], 2008 ("Effective Date"), by and between Patents2Market, LLC, a Delaware company, located at 1999 South Bascom Avenue, Suite 700, Campbell, California 95008, ("P2M") and _____ [insert name], located at _____ [insert address], _____ [insert city], _____ [insert state & zip code] ("Client");

Recital

The parties to this Agreement wish to discuss a potential business relationship ("Purpose"), and both parties may be required to disclose confidential and proprietary information, technical data, trade secrets or know-how, including but not limited to, research, product plans, products, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, distribution, and financial figures (the "Information") to facilitate the Purpose.

In consideration of these recitals and the mutual promises set forth in this Agreement, the exchange, receipt and sufficiency of which are acknowledged, the parties agree as follows:

Agreement

1. General Defined Terms. The terms "Recipient" and "Provider" refer to P2M and the Client in their capacity either as the recipient or the provider of Information under this Agreement.

2. Manner of Disclosure. The Provider may disclose the Information to the Recipient, in writing, electronically, orally or by drawings or inspection of documents or other tangible property for the Purpose.

3. Disclosure Obligation. In its capacity as Recipient, each party agrees that for a period of three (3) years from the date of disclosures received, that party will treat the Information with reasonable care to avoid disclosure of the Information to any person (natural or otherwise). Except as otherwise provided for herein, or by applicable law, the Recipient shall be generally liable for unauthorized disclosure or failure to exercise such reasonable care but the Recipient will not be so restricted with respect to any Information which:

3.1 is in the public domain at the time of disclosure;

3.2 after disclosure, becomes part of the public domain, except through breach of this Agreement by the Recipient;

3.3 the Recipient can establish by competent proof was in its possession at the time of disclosure by the Provider;

3.4 comes to the Recipient from third parties who are not under an obligation to the Provider to maintain the confidentiality of that Information;

3.5 is independently developed by employees of the Recipient without use of the Information, as shown by competent proof; or

3.6 is approved for release by written authorization of the Provider.

4. **Required Disclosures.** If the Recipient is required by applicable law, administrative or judicial order to disclose Information, the Recipient shall give the Provider prompt notice of such fact so that the Provider may attempt to obtain a protective order or other appropriate remedy with respect to any such disclosure. The Recipient shall fully cooperate with the Provider in connection with the Provider's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure, the Recipient will make such disclosure only to the extent that such disclosure is legally required.

5. **Limited Use.** Acceptance of the Information by the Recipient gives the Recipient the right and obligation to use the Information only for the Purpose in accordance with this Agreement and does not give the Recipient any sort of license, use, or any other rights in the Information.

6. **Internal Dissemination.** Recipient's internal dissemination of the Provider's Information is limited to those employees, officers, directors, advisors and/or students whose duties justify the need to know such Information. The Recipient will make all necessary efforts to require its employees, officers, directors, advisors and/or students who have been given access to and who shall receive disclosures of the Information to maintain the strictest secrecy under the terms and conditions of this Agreement.

7. **Unauthorized Use.** If any third party makes any unauthorized use of the Information under this Agreement, the Recipient shall notify the Provider and cooperate in taking reasonable steps to protect the Information from further unauthorized dissemination or use.

8. **Return of Information.** Upon request by the Provider, the Recipient will promptly return to the Provider all Information received from the Provider which is in tangible form, except that the Recipient shall have the right to retain one copy of such Information in its legal archives for the purpose of determining its legal obligations hereunder.

9. **Miscellaneous.**

9.1 **Conflicts.** Each party represents and warrants that it is permitted to enter into and perform the obligations contemplated by this Agreement and that this Agreement and its terms and obligations are not inconsistent with or in violation of any term or provision of any agreement, document or instrument to which each party is a party or is bound.

9.2 **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, or clearly in conflict with any public policy, the validity of the other provisions of this Agreement and of the entire Agreement shall not be affected. For the purpose only of the operation of such provision in such jurisdiction, the terms of such provision will be the maximum restriction allowed by the laws of such jurisdiction and such provision shall be deemed to have been affected only to the extent necessary to bring it within the applicable law.

9.3 **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege will preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver will be valid against any party hereto unless made in writing

and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

9.4 Limitation of Rights. This Agreement will in no way be construed to require either party to offer or take a license or other obligation or right not granted or created under this Agreement. Each party acknowledges that Information is provided on an **as is** basis. In no event shall the Provider be liable to the Recipient for any direct, indirect, special or consequential damages in connection with or arising out of the performance or use of any portion of the Information, including without limitation or representation or warranty as to completeness, accuracy, safety or fitness for a particular purpose.

9.5 Assignment.

9.5.1 Client shall not assign its rights and obligations under this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of P2M, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect.

9.5.2 Subject to any provisions in this Agreement restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors, heirs, executors, administrators, legal representatives and assigns.

9.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. Nothing in this Agreement shall be construed to require either party to deliver the Information or any other information to the other, or to enter into any agreement or arrangement with the other.

9.7 Amendment. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought.

9.8 Headings. Section headings contained in this Agreement are inserted for convenience of reference only, will not be deemed to be a part of this Agreement for any purpose, and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

9.9 Execution.

This Agreement has been executed by the parties through their duly authorized officers as of the date set forth above. Each of the parties hereby affirms they have the legal right and capacity to enter into this Agreement

Patents2Market, LLC:

Client:

By: Michael Calleja.
Title: CEO & President
Date:

By:
Title:
Date: