



**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to assure the protection of confidential information to be disclosed by \_\_\_\_\_, (the “disclosing party”), to Lane Patents LLC, (the “receiving party”), in connection with obtaining a patent for: \_\_\_\_\_

- 1. **Confidential Information:** The term “Confidential Information” refers to all information regarding the disclosing party’s technical and business information. Confidential Information does not include, however, information which (i) is, or becomes, generally available to the public, (ii) was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party, or (iii) is independently developed or procured by the receiving party.
- 2. **Nondisclosure of Confidential Information:** Each of the parties represents and warrants that they will maintain the secrecy of all Confidential Information made available to them and that no Confidential Information will be used in any way except as permitted by this Agreement.
- 3. **Third Parties:** The receiving party may disclose Confidential Information to any third party provided that such third party recipient consents to and abide by all of the terms of this Agreement as a receiving party.
- 4. **Applicable Law:** This Agreement and the legal relations between the parties shall be governed by the laws of the State of Wisconsin.
- 5. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties as to the subject matter herein.
- 6. **Dispute Resolution:** In the event that a dispute relating to this Agreement cannot be settled by mutual consultation between the parties, the parties irrevocably consent to the exclusive jurisdiction of any state or federal court sitting in Marathon County, Wisconsin, for the resolution of any such dispute. The prevailing party shall be entitled to an award of damages, costs and reasonable attorneys’ fees.

Disclosing party: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Receiving Party: Lane Patents LLC by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

