

## **CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is made by and between **John W. Rocheleau** of *Maverick Inventor, LLC – 453 Washington Road, Rye, NH 03870* (hereinafter referred to as Discloser), and

*Name of Inventor (Maverick Inventor Client):* \_\_\_\_\_

*Inventor's Address:* \_\_\_\_\_

(hereinafter referred to as Disclosee), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Parties each have certain Confidential Information relating to their respective businesses that they wish to disclose in order to evaluate the potential for entering into a business relationship; and

WHEREAS, each Party wishes the other Party to evaluate the potential business relationship and to protect the Confidential Information from disclosure or use thereby;

NOW, THEREFORE, in consideration of the disclosure of such Confidential Information, the Parties agree as follows:

1. Confidential Information shall mean all information designated confidential by the party disclosing the Confidential Information (hereafter “the Disclosing Party”) as “Confidential”, including but not limited to inventions, trademarks, salutation marks, copyrights, trade secrets, know-how, business concepts, product concepts, processes, financial information, and other information contained in the Disclosing Party’s drawings, specifications, and patent applications thereof, all technical information and all unpublished production, product, marketing, accounting and sales information disclosed to the other party (hereafter “the Receiving Party”).

2. Confidential Information shall be kept confidential by the Receiving Party, and not used by the Receiving Party for purposes other than evaluating the potential business relationship, for a period of three years from the date first above written, provided that such information is not:

- a) in the public domain at the time of such disclosure;
- b) subsequently made available to the public by the Disclosing Party or any third party having a right to disclose the information;
- c) received from a third party legally entitled to disclose the information to the Receiving Party;
- d) possessed by the Receiving Party at the time of disclosure.

3. The Receiving Party shall promptly inform the Disclosing Party, in writing, if the Receiving Party believes that any of the conditions of paragraph 2 of this Agreement would preclude applicability of the obligations of the Receiving Party with respect to any Confidential Information. In cases where Confidential Information was known by the Receiving Party prior to a disclosure by the Disclosing Party, Receiving Party shall inform the Disclosing Party of this fact within 30 days of said disclosure and return said Confidential Information to the Disclosing Party. Should the Receiving Party fail to inform the Disclosing Party within this period, the Receiving Party shall be deemed to have acknowledged the confidential nature of said information and waived its defense under paragraph 2 of this Agreement with respect to said Confidential Information.

4. The Receiving Party shall return or destroy all tangible Confidential Information received hereunder and all copies thereof at the Disclosing Party’s request or upon the Receiving Party having no further need of such tangible Confidential Information in its business relationship with Disclosing Party.

