

**ONE-WAY NON-DISCLOSURE AGREEMENT
(University Discloses Confidential Information)**

THIS AGREEMENT is made this 12th day of February, 2015, the “EFFECTIVE DATE”, by and between the individual(s) pitching an idea, Michael Phinney of startup ADHDog, hereinafter referred to as “STARTUP” and those individuals in attendance of the Tech Startup Evangelists Pitch Party on EFFECTIVE DATE hereinafter referred to as “RECIPIENT”.

WHEREAS, STARTUP is the owner of certain proprietary information with all rights, title and interest vested therein and has the authority to disclose said information related to the startup ADHDog (hereinafter referred to as “SUBJECT MATTER”); and

WHEREAS, STARTUP is willing to disclose INFORMATION (as hereinafter defined) to RECIPIENT; and

WHEREAS, RECIPIENT desires to receive such INFORMATION solely for the purposes of evaluation in order to determine its interest in acquiring rights to the aforesaid INFORMATION or entering into a research collaboration related to the INFORMATION.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Definition.** For purposes of this Agreement the term "INFORMATION" means any information relating directly or indirectly to the SUBJECT MATTER not generally known to the public provided to RECIPIENT by STARTUP. INFORMATION may be conveyed in written, graphic, oral, physical or electronic form. Consistent with the definition set forth above, INFORMATION includes, but without limitation, data, research, technology, biological materials, samples, discoveries, inventions, techniques, formulae, products, processes, procedures, know-how, models, visual or audio recordings, drawings designs, software, algorithms, tools, methods, non-published patent applications, trade secrets, technical and non-technical materials and specifications, and other results and outcomes which STARTUP has delivered to RECIPIENT pursuant to this Agreement.

2. **Confidentiality.** RECIPIENT, its subsidiaries and affiliates, agree to maintain in confidence the INFORMATION with the same degree of care it holds its own confidential and proprietary information, but with not less than a reasonable degree of care. RECIPIENT will disclose the INFORMATION only to its officers and employees directly concerned with the evaluation of the INFORMATION and STARTUP will not disclose the INFORMATION to any third party nor will RECIPIENT use the INFORMATION for any other purpose. For purposes of this paragraph “subsidiaries and affiliates” means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with, RECIPIENT.

3. **Use Limitations.** In connection with its evaluation hereunder, RECIPIENT agrees

to use INFORMATION only for its evaluation and to keep confidential the results of any such evaluation or other tests that may be conducted on the INFORMATION. Specifically, but without limitation, RECIPIENT will not (i) use any of the INFORMATION for any commercial purpose or development of any products or technology; (ii) use or attempt to practice any invention arising from or disclosed in the INFORMATION or any part thereof without first entering into an agreement with DISCLOSER permitting such use or practice; or (iii) refer to or incorporate any part of the INFORMATION or any patent or patent application claiming the INFORMATION in RECIPIENT's own patent prosecution. At the conclusion of its evaluation, or at STARTUP's request, RECIPIENT will discontinue the use of the INFORMATION and will return or destroy, at STARTUP's sole option, any portion of the INFORMATION, except that RECIPIENT may retain one (1) copy of the INFORMATION in a secure location solely for the purpose of ascertaining its obligations under this Agreement.

4. **Exceptions.** The preceding obligations of RECIPIENT of non-disclosure and the limitation upon the right to use the INFORMATION (including test results) will not apply to the extent that RECIPIENT can demonstrate that the INFORMATION is: (a) in the possession or control of RECIPIENT prior to the time of disclosure hereunder as evidenced by its written records, or (b) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of RECIPIENT, or (c) lawfully obtained by RECIPIENT from a third party which has an independent right to the INFORMATION, or (d) is independently developed by RECIPIENT, as evidenced by its written records, without reference to STARTUP's confidential INFORMATION, or (e) is required by law to be disclosed.

5. **Proprietary Rights.** Subject to the provisions of paragraph 4 hereof, all proprietary rights (including, but without limitation, patents, copyrights, and trade secrets) in and to the INFORMATION will remain STARTUP property.

6. **No Further Obligations.** The INFORMATION being disclosed to RECIPIENT pursuant to this Agreement is with the express understanding that neither RECIPIENT nor STARTUP will be obligated to enter into any further agreement relating to the INFORMATION and nothing in this Agreement will be construed as granting any license to RECIPIENT relating thereto.

7. **Termination of Obligations.** All obligations of RECIPIENT under this Agreement will terminate five (5) years from the date of disclosure of INFORMATION by STARTUP to RECIPIENT.

8. **Termination of Agreement.** Either party may terminate this Agreement, at its discretion, upon thirty (30) days' written notice to the other party; provided, however, RECIPIENT's obligations of confidentiality and limitations of use under this Agreement will survive termination.

9. **Entire Understanding.** This Agreement sets forth the entire agreement among the parties as to the subject matter hereof, and none of the terms of this Agreement will be amended or modified except in writing signed by the parties.

10. **Choice of Law.** This Agreement will be construed and enforced under the laws of the State of Missouri, excluding its conflict of law rules.

11. **Method of Execution.** This Agreement may be executed by facsimile, which will be deemed an original. Alternatively, this Agreement may be executed in several counterparts, all of which taken together will constitute the entire agreement among the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the EFFECTIVE DATE by representatives authorized to make such commitments on behalf of their institutions.

Attendee of TSE Pitch Party

Michael Phinney of ADHDog

Digital Signature

Michael Phinney