**NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Company”) and Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (“Mintz Levin” and, together with the Company, collectively, the “Parties” and, each, a “Party”);

1. Purpose. The Parties desire to enter into discussions regarding potential business transactions (the “Opportunity”) relating to certain portfolios of patents and patent applications (collectively, the “Portfolios”); and each Party may disclose to the other certain confidential technical and business information which the Disclosing party desires the Receiving party to treat as confidential. Therefore, in consideration of the premises hereof and for other good and valuable consideration including any and all discussions relating to the Opportunity, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree to the Terms of this Agreement.
2. Definitions. In this Agreement, the following capitalized terms shall bear the following meanings:
3. “Confidential Information” means any information or documentation that has been or may be provided or disclosed in any manner whatsoever (including orally) by a Disclosing Party to a Receiving Party in connection with the Opportunity and/or in connection with any potential acquisition, prosecution, exploitation and/or defense of any patent portfolio including, without limitation, any information and documents delivered by a Disclosing Party to a Receiving Party, whether such information or documents are embodied in (i) documents prepared by a Disclosing Party or its representatives (ii) documents prepared by any other Person at the direction of a Disclosing Party or its representatives or (iii) any other form including, without limitation, in each such case (1) all copies, memoranda, summaries, analyses and notes prepared by any Person relating to or based on any such information or documents supplied by a Disclosing Party or its representatives and (2) any such information or documentation disclosed prior to the Effective Date, and shall also include the identity of each Party, the fact that each Party has provided or disclosed Confidential Information and the existence of and any terms and conditions of any oral or written proposals by either Party concerning the Opportunity;
4. “Disclosing Party” means a Party that discloses Confidential Information pursuant to this Agreement;
5. “Person” includes, without limitation, any individual, corporation, company, association, partnership, limited liability company, joint venture, trust or other unincorporated organization or entity and any other person;
6. “Receiving Party” means a Party that receives Confidential Information pursuant to this Agreement and includes that Party’s Representatives; and
7. “Representative” means a Party’s directors, officers, employees, agents, advisors (including financial advisors, experts and external legal counsel) who have a legitimate need to know any Confidential Information.
8. Confidentiality.
9. Each Receiving Party shall, and shall cause each of its Representatives to, treat as confidential all Confidential Information that a Disclosing Party or any of its Representatives furnish or otherwise make available to such Receiving Party or any of its Representatives, whether furnished before or after the Effective Date.
10. Each Receiving Party and its Representatives that are furnished with or given access to Confidential Information by a Disclosing Party or its Representatives may disclose Confidential Information only to those of its Representatives that require such material for the purpose of assisting such Receiving Party in evaluating the Opportunity and only to the extent necessary for such purpose. Each Receiving Party agrees that any Confidential Information received by it will be kept confidential by such Receiving Party and each of its Representatives, and except with the specific written consent of the Disclosing Party of such Confidential Information or as expressly otherwise permitted by the terms of this Agreement, will not be disclosed by such Receiving Party or any of its Representatives to any Person. Each Receiving Party further agrees that it is and shall be responsible to a Disclosing Party for any action or failure to act that would constitute a breach or violation of the preceding sentence or any of the other terms of this Agreement by any of such Receiving Party’s Representatives. Each Receiving Party shall not, and shall cause each of its Representative’s not to, use any Disclosing Party’s Confidential Information for any reason or purpose other than to evaluate the Opportunity. Each Receiving Party shall not, and shall cause each of its Representative not to, use any Disclosing Party’s Confidential Information in any manner that is detrimental to the interests of such Disclosing Party.
11. Without the prior written consent of a Disclosing Party, a Receiving Party shall not, and shall cause each of its Representatives not to, disclose to any person the fact that Confidential Information has been made available to such Receiving Party or any of its Representatives by such Disclosing Party or that such Receiving Party or any of its Representatives has inspected any of such Disclosing Party’s Confidential Information. Neither a Receiving Party nor any of its Representatives shall disclose to any Person (including, without limitation, any Person employed by or associated with any of its Representatives that is subject to any information barriers in connection with any of a Disclosing Party’s Confidential Information) (i) the fact that any discussions or negotiations are taking (or have taken) place concerning the Opportunity or the existence of this Agreement or (ii) any of the proposed terms, proposed conditions or other facts with respect to the Opportunity, including the status thereof.
12. Notwithstanding anything in this Agreement to the contrary, if a Receiving Party or any of its Representatives is required by applicable law, regulation, legal process, or the regulations or rules of a stock exchange, or requested by a regulatory body, agency or a stock exchange, to disclose any Confidential Information of a Disclosing Party and or the existence of this Agreement or the fact that discussions or negotiations are taking (or have taken) place concerning the Opportunity, it is agreed that such Receiving Party will provide such Disclosing Party with prompt written notice of such event so such Disclosing Party may seek a protective order or other appropriate remedy and will consult with such Disclosing Party and its representatives with respect to such Disclosing Party taking steps to resist or narrow the scope of such request or legal process or waive compliance with the applicable provisions of this Agreement by such Receiving Party or its Representatives. If such Disclosing Party determines to seek such protective order or other remedy, such Receiving Party will cooperate with such Disclosing Party in seeking such protective order or other remedy. If such protective order or other remedy is not obtained and disclosure of such Disclosing Party’s Confidential Information or regarding the Opportunity is required under law, such Receiving Party or its Representatives, as the case may be, (i) may without liability hereunder furnish that portion (and only that portion) of such Disclosing Party’s applicable Confidential Information (or of the information regarding the Opportunity) which, in the reasonable written opinion of legal counsel to such Receiving Party, such Receiving Party or its Representatives are legally required to disclose and (ii) will exercise its best efforts to have confidential treatment accorded any such Confidential Information (or information regarding the Opportunity) so furnished. Each provision of this Section 3(d) shall be subject to the provisions of Section 5 of this Agreement.
13. Exclusion to Confidential Information. Confidential Information does not include information that: (a) is or becomes available to the public, other than as a result of a disclosure by a Receiving Party or any of its Representatives in breach of this Agreement or any other confidentiality agreement with a Disclosing Party; (b) a Receiving Party can establish was available to such Receiving Party, or has become available to such Receiving Party, on a non-confidential basis from a source other than a Disclosing Party or its Representatives, provided that the source of such information was not bound by a confidentiality agreement with such Disclosing Party with respect to such material, or otherwise prohibited from furnishing or making available the information to such Receiving Party or any of its Representatives by a contractual, legal or fiduciary obligation; or (c) such Receiving Party can establish that it or any of its Representatives independently developed without reference to a Disclosing Party’s Confidential Information or any derivative thereof. For the avoidance of doubt, any notes and/or presentations prepared by a Receiving Party in preparation of a potential transaction based on publicly obtained information referenced in this Section 4 shall not be deemed to be Confidential Information.
14. Term, Termination. This Agreement is effective as of the Effective Date and shall terminate on the first anniversary of the Effective Date provided, however, that no such termination shall in any way whatsoever relieve either Party of its continuing obligations to safeguard and not use or disclose any Confidential Information received from the other Party during the term hereof.
15. Effect of Termination/Expiry. Upon expiration of the Term, each Receiving Party will promptly destroy or cause to be destroyed all documents or other matter furnished by such Disclosing Party or its Representatives to such Receiving Party or to any of its Representatives or prepared by such Receiving Party or any of its Representatives constituting Confidential Information, together with all copies thereof in the possession of such Receiving Party or any of its Representatives. Return or destruction of Confidential Information and the modification of any documents, records or materials in its possession or control which embody Confidential Information shall not release a Receiving Party from its obligations under this Agreement.
16. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, USA without giving effect to the choice of law provisions thereof. The Parties hereby submit to the non-exclusive jurisdiction of the United States Federal Courts situated in the State of Delaware (the “Courts”) in any action, application or other proceeding arising hereunder. The submission to the jurisdiction of the Courts shall not (and shall not be construed so as to) limit the right of a Disclosing Party to bring proceedings for injunctive relief in any other court of competent jurisdiction including, without limitation, the courts having jurisdiction by reasons of such Disclosing Party’s respective place(s) of business. Legal proceedings by a Disclosing Party in any one or more jurisdictions shall not preclude legal proceedings by such Disclosing Party in the Courts, of whatever nature and/or proceedings for injunctive relief in any other competent jurisdiction.
17. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
18. No License or Rights Conferred. Each Receiving Party acknowledges that any Confidential Information disclosed to it by a Disclosing Party is and remains the exclusive worldwide property of such Disclosing Party. In no event shall a Receiving Party or any of its Representatives be deemed, by virtue of this Agreement, to have acquired any right, license or interest of any kind or nature whatsoever, in or to, any Confidential Information of a Disclosing Party or the Portfolios or any portion thereof.
19. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity or potential business relationship.
20. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
21. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law.
22. Amendments. This Agreement may be modified or amended only by a separate writing signed by both Parties expressly so modifying or amending this Agreement.
23. Miscellaneous. This Agreement constitutes the complete agreement between the Parties relating to the subject matter hereof and replaces any previous oral agreement made between the Parties relating to the subject matter hereof. This Agreement may not be assigned by either Party without the written consent of the other Party, which consent may not be unreasonably withheld. This Agreement does not imply or create any partnership, agency, joint venture or similar relationship between the Parties.

AGREED THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014 (“Effective Date”)

Mintz, Levin, Cohn, Ferris, [The company]

Glovsky and Popeo, P.C.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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