

INTELLECTUAL VENTURES®

NONDISCLOSURE AGREEMENT

This Agreement, dated as of date set forth below, is made by the undersigned, [REDACTED], (the "Recipient") in favor of Intellectual Ventures Management, LLC and its affiliates (the "Company").

RECITAL

The Recipient will attend one or more invention sessions or collaboration events (the "Invention Meetings") conducted by the Company for the benefit of funds it manages. During an Invention Meeting, the Company may disclose or Recipient may otherwise learn confidential and proprietary information of the Company. The Company desires to protect from unauthorized copying, use and disclosure all confidential or proprietary information and materials that it may disclose to Recipient.

AGREEMENT

To induce the Company to disclose to Recipient such information, Recipient agrees as follows:

1. Recipient shall, with regard to all information and materials of the Company received or otherwise observed or learned by Recipient in the course of the discussions described above, whether or not the same is marked "confidential" (collectively, the "Confidential Information"):

- (a) Use the Confidential Information solely for purposes of pursuing the discussions described above or such other purposes as the Company may specifically authorize in writing (the "Permitted Purposes");
- (b) Refrain from making any copies of the Confidential Information without the Company's prior written approval;
- (c) Take all necessary precautions and measures to maintain the confidentiality of the Confidential Information;
- (d) Avoid disclosing or furnishing the Confidential Information to any person or entity except to employees of Recipient who have a need to know the information for Permitted Purposes and an obligation to maintain the confidentiality of the information; and
- (e) Return the Confidential Information, including all copies, drawings, documents and other manifestations containing any Confidential Information, to the Company upon request.

2. Recipient acknowledges that the Confidential Information consists of valuable trade secret and other proprietary rights of the Company and others. Recipient understands that no license or other right under any patent, copyright, trade secret, trademark or other proprietary right of the Company or any third party is granted or implied by the Company's disclosure of the Confidential Information to Recipient.

3. Recipient shall not remove, obscure or alter any notice of patent, copyright, trademark, trade secret or other proprietary right from any document, software or other item containing any Confidential Information without the Company's prior written authorization.

4. Recipient acknowledges that disclosure or use of the Confidential Information in violation of the terms of this Agreement could cause irreparable harm to the Company for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Accordingly, Recipient agrees that the Company shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violations of this Agreement by Recipient.

5. Recipient shall have no obligation to maintain the confidentiality of any Confidential Information that:

- (a) Was known to Recipient before the disclosure of the Confidential Information by the Company, or
- (b) Was received by Recipient on a nonconfidential basis from a third party who was legally entitled to make such disclosure.

6. Recipient will not make any derogatory or disparaging comments to the press or any individual or entity regarding the Company, its business or any of its activities or the activities of the individuals associated with the Company or any other person associated with the Company with whom Recipient has had dealings or of whom the Recipient has had observations, or relationships between or among any of the foregoing parties, entities and/or individuals.

7. Recipient acknowledges that this Agreement does not require Recipient to provide any feedback, including inventions, ideas, suggestions, comments, data, modification or any other material or information to the Company in connection with an Invention Session or any follow-up work ("Feedback"). However, Recipient agrees that if Recipient voluntarily provides any Feedback to the Company, the Recipient hereby assigns and will assign all rights, title, and interests in such Feedback to the Company. The Recipient agrees to execute any inventor(s) declarations or oaths and any other documentation needed to perfect the assignment to the Company requested by the Company at the Company's sole expense.

8. This Agreement shall be governed by and construed under Washington law without reference to its choice of law principles. Recipient irrevocably consents to the jurisdiction and venue of the courts of the State of Washington in King County and the United States District Court for the Western District of Washington at Seattle with regard to any action concerning this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs and expenses incurred in such action.

9. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. In the event that any portion of this Agreement is held to be invalid for any reason, the remainder of this Agreement will remain in full force and effect. In witness of the foregoing, the undersigned has executed this Agreement as of the following date:

RECIPIENT: 

Date Signed: 08/08/13