

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made by and between **X** and Washpat LLC and it establishes the terms and conditions of a planned disclosure of confidential information by **X** to Washpat LLC.

The confidential information, which may include confidential information of **X** or of **X's** clients, is being disclosed for the purpose of allowing Washpat LLC to conduct one or more patent searches on behalf of **X**.

In consideration of the disclosure of confidential information to be made by **X** to Washpat LLC, Washpat LLC agrees that the information is proprietary to **X** and that such information shall be confidential, and that the disclosed information shall not be used, duplicated or disclosed to others, without first obtaining written permission from **X**, except to the extent that it is necessary to disclose such information to Washpat LLC's representatives or employees who have a need to know such information for the sole purpose of completing the requested work.

Upon **X's** request, oral or written, Washpat LLC agrees to immediately return all confidential information to **X**.

It is understood by **X** and Washpat LLC that information disclosed by **X** to Washpat LLC shall not be subject to this Agreement if such information is:

- a) in the public domain or,
- b) is known to Washpat LLC prior to disclosure by **X** and Washpat LLC can establish such prior knowledge with competent documentation, or
- c) disclosed to Washpat LLC by a third party subsequent to disclosure by **X** and such disclosure by the third party is not in violation of any confidentiality agreement or obligation to **X**.

All reasonable precautions shall be taken by Washpat LLC to insure compliance with the terms and conditions of this agreement. It is expressly understood by Washpat LLC that the disclosure of confidential information by **X** to Washpat LLC is not a public use or disclosure, or sale or offer for sale of the confidential information.

Washpat LLC:

By: Shane Davis

Signature: _____

Title: Managing Partner

Date: _____

X:

By: _____.

Signature: _____.

Title: _____.

Date: _____.