**NONDISCLOSURE AGREEMENT**

This NONDISCLOSURE AGREEMENT is made and entered into as of the date on which \_\_\_\_\_\_\_\_\_\_\_\_\_, (COMPANY) and Unified Patents Inc. (“Unified Patents”) (collectively, “the Parties”) have signed this Agreement.

# *Purpose*. The Parties, wish to discuss a possible business arrangement between the Parties. The Parties agree to discuss this matter only if such discussions and all documents and communications related thereto are held in the strictest of confidence by the Parties and are not disclosed to any third party under any circumstances (including Unified Patents’ members).

# “SUBJECT MATTER” means the possible resolution of any dispute between the parties.

# “CONFIDENTIAL INFORMATION” means (1) the fact that discussions about the SUBJECT MATTER took place or were even attempted and (2) information relating in any way to the SUBJECT MATTER that is disclosed by the Parties, such information includes information communicated directly or indirectly and such information includes information that is communicated orally or in any form of writing, such as electronic or hardcopy.

# *Non-use and Non-disclosure*. The Parties agree not to disclose the CONFIDENTIAL INFORMATION to any third party (including Unified Patents’ members). If either Party is ordered to disclose the CONFIDENTIAL INFORMATION to any governmental body or court, the disclosing Party shall give the other Party immediate notice of such order and, if the disclosure occurs, the disclosing Party shall take all necessary measures to preserve the confidentiality of the CONFIDENTIAL INFORMATION.

# *Maintenance of Confidentiality*. The Parties shall take all measures to protect the secrecy of and avoid disclosure of the CONFIDENTIAL INFORMATION.

# *Term*. The confidentiality obligations hereunder shall continue forever unless terminated in writing.

# *Notice of Breach*. Either Party shall notify the other immediately upon any disclosure of the CONFIDENTIAL INFORMATION to any third party, regardless of whether such disclosure was inadvertent or intentional.

# *Remedies*. The Parties agree that any violation or threatened violation of this Agreement may cause irreparable injury to the other party (“the harmed party”), entitling the harmed Party to seek injunctive relief in addition to all legal remedies.

# *Liquidated Damages*. The Parties agree that the Parties’ reputations and business interests would be damaged by a breach of this agreement. The Parties also agree that quantifying the damages is difficult. As such, in the event that either of the Parties or any agents of either of the Parties breach this agreement (“the breaching Party”), the breaching Party shall pay the harmed Party liquidated damages in the amount of $50,000. The Parties agree that such damages are reasonable given the difficulty of proving the loss sustained the harmed Party as well as the difficulty of finding another adequate remedy.

# *Attorneys’ Fees*. The breaching Party agrees to pay any attorneys’ fees that are incurred by the harmed Party in enforcing this agreement, including but not limited to an enforcement action in a court of competent jurisdiction.

# *Governing Law*. This Agreement shall be construed by, and in accordance with, the laws of the State of California (without regard to its choice-of-law rules). Any claim arising under this Agreement shall be prosecuted exclusively in a court of competent jurisdiction within Santa Clara County, California, and the Parties consent to the personal jurisdiction of those courts.

# *Miscellaneous*. This Agreement shall bind the Parties and their successors and assigns. This document contains the entire agreement with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. If any provision of this agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of this agreement remains valid and enforceable. This Agreement may not be amended, nor any obligation waived, without the express written consent of both of the Parties.

 The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.

COMPANY Unified Patents Inc.

By: By:

 (signature) (signature)

Date: Date:

Name: Name:

Title: Title: