

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the date of deposit of the Entry as defined in the Official Rules of the Good Morning America Weekend's Mothers of Invention Challenge ("Effective Date"), by and between American Broadcasting Companies, Inc. located at 77 West 66th Street, New York, New York 10023, the law offices of West & Associates, A Professional Corporation, located at 2121 N. California Blvd., Suite 290 in Walnut Creek, California & Mom Inventors, Inc., located at 125 Grover Lane in Walnut Creek, California (Collectively, "**Receiving Party**"), and the person identified in and/or executing the required invention disclosure form ("**Submitting Party**"). In consideration for the disclosure of Submitting Party's Confidential Information, the parties agree as follows:

Purpose. **Submitting Party** wishes to have its submission evaluated according to the Official Rules for consideration as the Grand Prize Winner of the Good Morning America Weekend's Mothers of Invention Challenge and consequently **Submitting Party** may disclose its Confidential Information to **Receiving Party**.

Definition. "Confidential Information" means any confidential or proprietary information, clinical study protocols, technical data, trade secrets, or know-how of **Submitting Party**, including, but not limited to, that which relates to research, clinical studies, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, business strategies, operations, plants and facilities, marketing or finances. Confidential Information does not include information, technical data or know-how which:

- i. is generally available to the public prior to its disclosure; or
- ii. is generally known to **Receiving Party** prior to the disclosure thereof as evidenced by written and dated material in its possessions; or
- iii. through no fault of **Receiving Party**, becomes available to the public after the disclosure thereof; or
- iv. is disclosed to **Receiving Party** by a third party having a bona fide right to do so; or
- v. is approved for release by the written authorization of **Submitting Party**; or
- vi. is disclosed pursuant to the requirement of a government agency or by operation of law after **Submitting Party** has been given at least thirty (30) days notice and an opportunity to object to such disclosures; or
- vii. is developed by **Receiving Party** completely independent of this Agreement.

Confidential Information which is specific as to materials, composition, techniques, articles of manufacture, structure, apparatus, methods or the like shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain and any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain, if the combination itself and its principles of operation are not in the public domain.

Receiving Party agrees it will not use Confidential Information provided under this Agreement to guide or aid a search and evaluation for purposes of showing information, technical data, trade secrets, or know-how provided hereunder is in the public domain.

Non-Disclosure of Confidential Information. **Receiving Party** agrees not to use the Confidential Information disclosed to it by **Submitting Party** for its own use or for any purpose except to carry out evaluation of the submission according to the Contest Rules. **Receiving Party** will not disclose the Confidential Information to third parties or to **Receiving Party's** employees except employees who are required to have the information in order to carry out the contemplated business. **Receiving Party** agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent the Confidential Information from falling into the public domain or the possession of unauthorized persons.

Return of Materials. NO materials or documents which have been furnished by **Submitting Party** to **Receiving Party** will be returned, but instead will be disposed of in an appropriate manner to maintain confidentiality.

Patents or Copyrights. Nothing in this Agreement is intended to grant any rights under any patent or copyright of **Submitting Party**, nor shall this Agreement grant **Receiving Party** any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into any proposed business relationship with **Submitting Party**.

Term. The commitments in this Agreement shall terminate two (2) years following the date of disclosure of the Confidential Information.

Miscellaneous. This Agreement shall be binding upon **Receiving Party** and for the benefit of **Submitting Party**, its successors and assigns. This Agreement may not be assigned without consent of **Submitting Party**. **Receiving Party** shall not through operations of succession or otherwise place Confidential Information in the hands of a competitor of **Submitting Party**.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of New York without regard to principles of conflict of laws of such state. The federal and state courts within the State of New York shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms of this Agreement shall constitute their agreement with respect to the subject matter hereof, and all of its remaining terms shall remain in full force and effect.

Export Restriction. Recipient agrees it will not in any form export, reexport, resell, ship or divert or cause to be exported, reexported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder or the direct product of such technical data or software to

any country for which the United States Government or any agency thereof at the time of export and reexport requires an export license or other governmental approval without first obtaining such license or approval.

Entire Agreement. This document contains the entire agreement between the parties 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 hereof. This agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the Effective Date first written above.

“Receiving Party”

“Submitting Party”

By:_____

Title:____

By:_____

Title:____