

# Competitive Technologies, Inc. Invention Management Program Non-Disclosure Agreement

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We understand that you are willing to disclose to us certain technical information, know-how and inventions relating to: \_\_\_\_\_

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to enable us to evaluate the same and we are willing to accept such disclosures from you, upon the following terms and conditions.

It is hereby mutually agreed as follows:

1. Upon receipt of a duplicate copy of this letter agreement signed by you, we will sign the agreement and forward a fully signed copy thereof to you, whereupon you will promptly disclose such technical information, know-how and inventions to us in writing, and you will specify in such disclosure that it is made subject to the terms and conditions of this letter agreement.
2. For a period of two (2) years from the Effective Date hereof, we will refrain from using such technical information, know-how and inventions, except for purposes of evaluation thereof, and we will use reasonable efforts to keep same confidential within our company; provided, however, that the aforesaid obligations shall not apply when and to the extent such technical information, know-how and inventions were (i) known to us prior to our receipt of such disclosure from you as documented in our written records dated prior to receipt of your disclosure; or (ii) when, after and to the extent such technical information, know-how and inventions are generally available to the public; or (iii) are subsequently received by us in good faith from a third party on a non-confidential basis; or (iv) are required to be disclosed by a government agency or a court having proper jurisdiction. If such a requirement is made, we shall give you reasonable notice of such request in order to enable you to try to protect the confidentiality of the information.
3. We shall have no obligations or liability of any kind to you or anyone else in connection with the aforesaid technical information, know-how and inventions and/or our disclosure or use thereof, except as expressly stated in Paragraph 2 above and except for an infringement, if any, by us of any valid patent issuing thereon.

Competitive Technologies, Inc.  
777 Commerce Drive, Ste. 100  
Fairfield, CT 06825

Submitter

\_\_\_\_\_  
John B. Nano

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
President and CEO  
(TITLE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(EFFECTIVE DATE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(COMPANY)

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(ADDRESS)

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(CITY, STATE, ZIP CODE)

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