



CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 20__, between Mentors4Inventors, LLC, 6660 Delmonico Drive, Suite D470, Colorado Springs, CO 80919 (hereinafter referred to as DISCLOSEE), and _____ (hereinafter referred to as DISCLOSER),

WITNESSETH:

WHEREAS, DISCLOSER possesses certain confidential and proprietary information related to _____. DISCLOSER has or will have pending/issued patents and intellectual property related to this information.

DISCLOSER possesses confidential and proprietary information related to business plans, software, customers, financial and personnel data, strategies, new and existing products and technologies and bills of materials.

WHEREAS, DISCLOSER desires to disclose such confidential and proprietary information to DISCLOSEE in order that DISCLOSEE may evaluate a potential investment or acquisition of the Sentry Baby Products, LLC or its assets.

NOW, THEREFORE, in consideration of the mutual premises and covenants, and intending to be legally bound, the parties agree as follows:

1. Proprietary Information. The term "Proprietary Information" means all diagrams, documents, materials, drawings, samples, apparatuses, and written/verbal descriptions disclosed by DISCLOSER to DISCLOSEE. "Proprietary Information" may also include contacts, personnel, customers, software, financial and/or accounting data, agreements and contracts, revenue, profit and loss data and stockholders.

2. Disclosure. DISCLOSER shall disclose to DISCLOSEE such Proprietary Information as is necessary. Any and all documents, materials and tangible things provided to DISCLOSEE by DISCLOSER shall remain the exclusive property of DISCLOSER and shall, upon request of DISCLOSER, be returned to it.

3. Confidentiality. DISCLOSEE shall use reasonable efforts to ensure that Proprietary Information received from DISCLOSER shall be:

- a. received and maintained in confidence by DISCLOSEE, and shall not be disclosed by DISCLOSEE to any third party without the consent of the DISCLOSER; and
- b. used by DISCLOSEE only for the purposes of this Agreement.

4. Exceptions. The foregoing obligations of confidentiality and non-disclosure shall not apply to any Proprietary Information which:

- a. has become part of the public domain without breach of this Agreement by DISCLOSEE;
- b. can be demonstrated to have been in DISCLOSEE'S possession at the time of receipt from DISCLOSER;
- c. becomes available to DISCLOSEE from a third party having the legal right to disclose such information;



5. Intellectual Property Rights. Any agreement between the parties shall not constitute a waiver of any rights or protection which exists or may be obtained by the DISCLOSER under the patent, trademark or copyright laws.

6. Confidential Relationship. The terms and conditions of this Confidential Disclosure Agreement and the existence of the discussions between DISCLOSER and DISCLOSEE are confidential and may not be disclosed, by the DISCLOSEE, to any third party without the written consent of DISCLOSER.

7. Term. This Agreement shall remain in force for a period of three years from the date of this Agreement, unless renewed in writing by both parties.

8. Law. This Agreement, which constitutes the entire agreement between the parties with respect to the subject matter hereof, shall be construed and interpreted according to the laws of the State of Colorado, United States of America. The parties acknowledge that venue and jurisdiction shall be proper within the State of Colorado.

Date

BY: _____

Jim Holley
Mentors4Inventors, LLC

Date

BY: _____

Discloser