



**MUTUAL NON-DISCLOSURE,
CONFIDENTIALITY, AND SERVICE AGREEMENT**

This agreement is made as of the _____ day of _____ (month), 2009 by and between:
1st-tech-ideas.com, part of Ofek Group Inc, ["Company"] and _____

["Inventor"].

This Agreement governs the conditions of disclosure by Inventor to Company of "Confidential Information" including but not limited to: text, drawings, data, trade secrets, and intellectual property (IP) disclosed by Inventor. In addition, this Agreement governs conditions of "Service" ordered including but not limited to: "Quick-File" and "Edit-and-File", provisional patent application (PPA) filing, and editing and filing PPA services, respectively, and performing a prior art search, performed by Company for Inventor.

With regard to the **Confidential Information**, Company agrees:

1. Not to use the Information except to provide or to consider to provide provisional patent and/or prior art IP services for Inventor.
2. To safeguard the Information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the Information to others, without the express written permission of Inventor except in cases where:
 - a. Company can demonstrate by written records was previously known;
 - b. which are now, or become in the future, public knowledge other than through acts or omissions of Company;
 - c. which are lawfully obtained by Company from sources independent of Inventor.
4. That Company shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon, or derived from Information, except as may be expressly agreed to in writing by Inventor.
5. That the secrecy obligations of Company, with respect to the information shall continue for a period ending 2 years from the date indicated hereinabove.

With regard to the **Service**, Inventor agrees:

1. That all materials submitted to and received from Company will be in the form of email attachments—and not by paper/mail.
2. That he has read about the Service on the Company web site and that he understands Service limitations before placing his order.
3. That he gives Power of Attorney to Company to file Inventor's PPA.

IN WITNESS WHEREOF Company and Inventor have hereunto executed this Agreement as of the date indicated hereinabove.

Company:

By: Haim Factor, registered Patent Agent no. 52.877

Signature: 

Inventor:

By: _____

Signature: _____