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**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("the "Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date"), by \_\_\_\_\_, and between the Owner, \_\_\_\_\_, and \_\_\_\_\_ (the "Recipient").  
("Recipient" or "we" and "our" shall mean the Recipient only.)  
The Owner has requested that the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**1. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not described by the Owner, which is in general not known to the public, and which is used in the course of business or research or development work related with the Owner. Negotiations of either specifically identified as confidential or proprietary. Confidential Information includes, but is not limited to, financial information, marketing plans, sales figures, technology and inventions of the Owner and any party with which the Owner does, including without limitation, joint ventures, business partners, contractors, agents, suppliers, customers, employees, consultants, service providers, distributors, licensees, competitors, and business associates, any other information which is reasonably believed to be confidential, including but not limited to, trade secrets, the source code of software products, engineering designs, formulas, processes, know-how, and client lists.  
The nature of the information and the manner of disclosure must such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rapidly received by the Recipient from a third party without a duty of confidentiality;

B. The Recipient agrees to:

- information independently developed by the Recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner;

**2** and any other information that both parties agree in writing is not confidential.

**A. RESTRICTION OF CONFIDENTIAL INFORMATION.** The recipient agreements and understandings that the Confidential Information has been developed or obtained by the Owner by the acquisition of experience, knowledge, or skill, or by the exercise of judgment, and that the Confidential Information is the original of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the foregoing by the Recipient of the Confidential Information, the Recipient agrees:

**A. No Disclosure.** The Recipient will hold the Confidential Information as confidential and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying or Publishing.** The Recipient will not copy or use any Confidential Information without the prior written consent of the Owner.

**C. Unpublished Ideas.** The Recipient shall promptly advise the Owner if he becomes aware of any possible unauthorized disclosure of any of the Confidential Information.

**D. Application in Employment.** The Recipient will not disclose any Confidential Information to any employer or prospective employer during his/her employment or while seeking employment in order to protect his/her job status with the limited purpose of this Agreement. Each disclosed employee to whom Confidential Information is disclosed shall sign a separate agreement containing the same terms and conditions as this Agreement.

**E. UNAUTHORIZED DISCLOSURE OF INFORMATION INJECTION.** If it appears that the Recipient has disclosed or has disseminated or disclosed Confidential Information in violation of this Agreement, the Owner may demand that the Recipient immediately cease and desist from further disclosure of the Confidential Information or cease on a particular date. The Owner shall be entitled by this provision to pursue other remedies including a claim for losses and damages.

**F. NONDISCLOSURE AGREEMENT.** Within fifteen (15) days after the end of the term of this Agreement, the Recipient shall return to the Owner all documents containing any confidential information located or developed by Owner or received by the Recipient in the course of performing the services which shall be provided to the Owner. The Recipient shall also return to the Owner all materials which were developed by the Recipient for the Owner. It shall be considered a breach of this Agreement that any materials have been retained by the Recipient.

**G. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all or certain materials containing the Confidential Information. The Recipient shall also delete from the Owner's files any documents containing the Confidential Information that all materials have been returned to the Owner.

**H. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or conversely offer any product using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**3. CONFIDENTIALITY.** The Recipient acknowledges and agrees that: (a) Confidential Information is provided *AS IS* by the Owner, and (b) THE OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DEFECTS, WHETHER IN THE QUALITY OF THE INFORMATION OR IN THE PERFORMANCE THEREOF, WHICH MAY BE DISCOVERED BY THE RECIPIENT. IN EVENT THAT THE OWNER FAILS TO PROVIDE THE RECIPIENT WITH THE CONFIDENTIAL INFORMATION AS AGREED, THE RECIPIENT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE FAILURE TO PROVIDE THE CONFIDENTIAL INFORMATION OR THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that the information or business practices used by the Recipient will be or should be adopted by the Recipient. The Recipient shall not be liable for any damages resulting from the use of the information or business practices used by the Recipient.

**4. UNLAWFUL DISCLOSURE NOTICE.** The Recipient shall notify all individual property rights holders of the Owner's intent to disclose Confidential Information to the Recipient. The Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Owner and the Recipient. The Confidential Information and all related copyrights and other intellectual property rights therein shall remain the sole property of the Owner. All rights not expressly granted to the Recipient shall remain with the Owner. Any rights not specifically granted to the Recipient shall be retained by the Owner. All rights not expressly granted to the Recipient are incorporated into the Confidential Information or related materials during the period of the Agreement.

**5. INDEMNIFICATION.** The Recipient shall indemnify the Owner, its officers and/or directors, employees, agents, officers, shareholders, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from any claim, demand, action, suit, proceeding, investigation, or arbitration brought against the Recipient.

**6. ATTORNEY'S FEES.** If no legal action arises between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

**7. TERM.** The obligations of this Agreement shall run from the Effective Date or until the Owner and the Recipient mutually enter a written agreement to discontinue this Agreement. The Recipient may terminate this Agreement at any time by giving the Owner notice in writing of the reason for discontinuing this Agreement or discontinuing use of disclosure technology.

**8. GENERAL PROVISIONS.** This Agreement shall be binding upon the parties notwithstanding termination of this Agreement by either party. This Agreement shall be construed under the laws of the State of Florida.

**9. GOVERNING LAW.** This Agreement shall be construed and interpreted by either party,甲方和乙方, in accordance with the laws of the State of Florida. The confidentiality provision of this Agreement shall remain in full force and effect at all times in accordance with the laws of the State of Florida. The parties hereto agree that the state of Florida is the most appropriate jurisdiction for the resolution of any disputes arising out of or relating to this Agreement. The remaining portions of this Agreement shall remain in full force and effect as construed to be in the ordinary intent and purpose of this Agreement.

**10. MISCELLANEOUS PROTECTION.** This Agreement is in compliance with all Federal Trade Secrets Laws. The Recipient shall not disclose the disclosure of trade secrets (i) made to a competitor, a state, or local government official, or in an action where the disclosure is an accepted evidence of the law, or (ii) in a complete or other document filed in a court of trade secret and

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**DISCLOSURE.** This Agreement shall be executed by \_\_\_\_\_ on behalf of \_\_\_\_\_ and \_\_\_\_\_ and  
\_\_\_\_\_ in the manner prescribed by law as of the date first written above.

This Non-Disclosure Agreement is executed and agreed to by:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

I understand & agree this is a legal representation of my signature.