

TRADE SECRET NON-DISCLOSURE AGREEMENT

This Trade Secret Non-Disclosure Agreement, hereinafter known as this "Agreement", is made this ____ day of _____, 20__ by and between

RELEASOR: _____, of _____,
City of _____, State of _____,

referred to as "Releasor", and

RECIPIENT: _____, of _____,
City of _____, State of _____,

referred to as the "Recipient", and collectively known as the "Parties".

WHEREAS, the Releasor and the Recipient have established a relationship through this Agreement in which the Recipient may come into contact with certain Confidential Information of the Releasor that the Releasor is interested in keeping private.

THEREFORE, the Releasor and the Recipient covenant and agree to the following in consideration of the mutual promises and covenants made by the Parties hereto:

I. TRADE SECRET. "Trade Secret" refers to any information owned by or created for the Releasor that meets all of the criteria listed below: (i) the information has independent economic value from not being widely known; and (ii) the Releasor takes reasonable measures to prevent the disclosure and release of such information to the public.

Additionally, the Recipient shall take all reasonable steps to prevent the unauthorized disclosure of the Releasor's Trade Secrets during the term of this Agreement, the Recipient's business relationship with the Releasor, and at any time after the termination of such relationship. Furthermore, for as long as the Releasor's trade secrets remain trade secrets after the end of any such relationship, the Recipient may not use or divulge them.

II. CONFIDENTIAL INFORMATION. "Confidential Information" refers to information that is not a trade secret but that the releaser shares with the recipient. This includes, but is not limited to, business plans, strategies, costs, technological advancements, financial or business projections, investments, marketing plans, training materials, and any other information that has value to the releaser due to its proprietary nature.

III. NON-DISCLOSURE. The Recipient shall not, during the term of their relationship with the Releasor or at any time after the termination of such relationship, directly or indirectly disclose any Confidential Information, save as necessary to further the

relationship between the Releasor and the Recipient or as expressly authorized in writing on behalf of the Releasor.

IV. EXCEPTIONS. The terms of this agreement will not be interpreted to prevent disclosures that are mandated by law or court order, but the recipient agrees to give the releaser reasonable advance notice so that it has a chance to contest or limit the disclosure.

A written release from this Agreement by the Releasor is also required before the Recipient can disclose any confidential information or trade secrets.

V. RETURN OF INFORMATION. Any documents pertaining to the Confidential Information or Trade Secrets that are in the Recipient's possession must be returned to the Releasor without delay after the parties' relationship has ended.

VI. GOVERNING LAW. The laws of the State of _____ shall apply to this Agreement.

VII. ACKNOWLEDGMENTS. The Recipient acknowledges that:

- (i) The parties specifically negotiated and the Recipient reviewed this Agreement.
- (ii) The Recipient has the chance to review this Agreement with legal counsel, and
- (iii) The obligations placed on the Recipient by the covenants made herein are fair, reasonable, and only minimally required to safeguard the Releasor's lawful business interests.
- (iv) such obligations and covenants won't pose an undue hardship on the recipient's ability to support themselves in the event that their business relationship with the releaser is terminated and the covenants in this agreement are strictly enforced, and
- (v) If the terms of this Agreement is violated, the Releasor will suffer significant and irreparable harm for which monetary compensation would be an inadequate remedy.

Signature of Releasor _____ **Date** _____

Name in Print _____

Signature of Recipient _____ **Date** _____

Name in Print _____