

# **Non-Disclosure Agreement**

\_\_\_\_\_, (the "Client") and

Steve Charles (the "Recipient"), agree:

Client may from time to time disclose to Recipient certain confidential information or trade secrets generally regarding \_\_\_\_\_

Recipient agrees that it shall not disclose the information so conveyed, unless in conformity with this agreement. Recipient shall limit disclosure to the officers and employees of Recipient with a reasonable "need to know" the information, and shall protect the same from disclosure with reasonable diligence.

As to all information which client claims is confidential, the client shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the information which the client is disclosing is not in written form, for example, a machine or device, the client shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by client.

The obligation of non-disclosure shall terminate when if any of the following occurs:

- (a) The confidential information becomes known to the public without the fault of Recipient or;
- (b) The information is disclosed publicly by client or;
- (c) A period of \_\_\_\_\_ months passes from the disclosure, or;
- (d) The information loses its status as confidential through no fault of Recipient

In any event, the obligation of non-disclosure shall not apply to information which was known to Recipient prior to the execution of this agreement.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

Steve Charles  
\_\_\_\_\_  
Printed Name of Recipient

This form is not intended and is not a substitute for legal advice.

**Upon completion, please email this form to Steve Charles at: [scharles@cadproductdesigns.com](mailto:scharles@cadproductdesigns.com).**