

# Abstract Machines LLC

## NON DISCLOSURE AGREEMENT

This confidentiality agreement is entered into between \_\_\_\_\_ (the "Provider") and Abstract Machines LLC (the "Receiver"). It's effective on the date that both of us sign it. The agreement is effective for one year, but the obligations to keep information confidential survive that time for five years from the date of disclosure. Provider is providing information to Receiver, and in consideration of that, Receiver agrees to keep that information confidential, as set out in this agreement. "provider" means client above, as well as \_\_\_\_\_.

Confidential Information covered under this agreement includes documentation, the names of Provider's clients, user stories or specifications, details of the project, drawings, prototypes, trade secret, or any other written or oral information that Receiver should reasonably understand to be confidential.

Receiver agrees to only use the Confidential Information for the purposes of evaluating or executing/operating a business relationship between the parties, and will not disclose the information to anyone without Provider's written approval.

Information isn't confidential if Receiver can demonstrate, with written evidence, (a) it already knew the information, (b) it legally got the information from an independent 3rd party (who didn't get the information from the Provider), or (c) the information was public knowledge.

Any Confidential Information provided by Provider to Receiver will remain the sole property of Provider, and Receiver does not acquire any rights or interest whatsoever to it. Receiver agrees to destroy or return the information to Provider upon Provider's request or when this agreement terminates. And for clarification, Receiver agrees not to solicit or otherwise try to establish a direct relationship with clients that are the subject of the Confidential Information. If Receiver already has a relationship with such client, Receiver still agrees not to use the Confidential Information to pursue a relationship involving the specific subject of the Confidential Information.

While we hope it never comes to it, we both agree that if there's ever a dispute about this, we'll try to work it out between ourselves, and if we do have to go to court, we'll do it in Multnomah County, Oregon, and we also agree that Oregon law applies to this agreement.

Abstract Machines LLC

  
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Abstract Machines  
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Client or Authorized Representative

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