



full circle

linguistics

NON DISCLOSURE AGREEMENT

In connection with a proposed business relationship, _____ ("Company") has disclosed or may disclose to you ("Translator") business information, technical information and/or ideas ("Proprietary Information").

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate within the proposed business relationship) or disclose any Proprietary Information except information you can document that

- (a) is in the public domain through no fault of yours,
- (b) was properly known to you, without restriction, prior to disclosure by Company, or
- (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information.

The foregoing does not grant you a license in or to any of the Proprietary Information.

2. If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied.

3. You will promptly notify Company of any unauthorized release of Proprietary Information.

4. You understand that this statement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship.

5. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.

6. The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.

7. [This Agreement is governed by the internal laws of the State of _____ and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.]

Acknowledged and agreed on _____, _____:

Name: _____ (Print)

By: _____ (Signature)