

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this **“Agreement”**) is made effective as of [insert date here] (the **“Effective Date”**), by and between Sawyer Cutler (the **“Recipient”**) of Fleur Technologies, and [insert name] (the **“Owner”**) of [insert company name].

The Owner has requested, and 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:

I. CONFIDENTIAL INFORMATION

The term **“Confidential Information”** means any information or material that is the property of the Owner, that the Recipient may obtain through any direct or indirect avenues will be treated by this clause. Whether specifically identified as confidential or not, the Confidential Information shall include any information provided by the Owner concerning the business, technology, and information of the Owner and any third party with which the Owner deals, including, without limitation business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, copyrights, intellectual property, inventions, sales leads, strategic alliances partners, and customer/client lists. The nature of all information and the manner of disclosure are such that an average person would understand it to be confidential.

A. **“CONFIDENTIAL INFORMATION”** does not include:

- Matters of public knowledge that the Owner discloses
- Information received by the Recipient from a third party without such an agreement of confidentiality
- Information developed independently by the Recipient
- Information disclosed by operation of law
- Information disclosed by the Recipient with written consent from the Owner
- All other information that is agreed in writing to be not confidential, if it was not listed in the previous paragraph it will not be considered confidential

II. PROTECTION OF **“CONFIDENTIAL INFORMATION”**

The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner with a significant amount of time, effort, and expense. Such information is valuable, unique, special, and to be treated as such. The recipient will not copy or modify any Confidential Information without the prior written consent of the Owner and will inform the Owner if any issues or unauthorized use cases come up as soon as possible.

A. Application to Employees

Any and all employees or third parties that are included in any project will be required to sign the same document as this. For that reason, they will be subject to the same rules as the Recipient but may be involved within the project.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION

If it appears the Recipient has disclosed Confidential Information in violation of this agreement the Owner shall be entitled to warn the Recipient with a warning. In addition, the Owner is allowed to pursue other solutions such as a claim for losses and damages.

IV. AGREEMENT CLOSURE

If the Owner wants to close the Agreement it is as simple as signing here and returning to the Recipient and the Agreement will dissolve, or by sending a written notice with a signature. The Agreement will be terminated automatically exactly one (1) year from the date listed on this Agreement, unless otherwise specified.

OWNER: _____

V. RETURN OF CONFIDENTIAL INFORMATION

Upon written request, the Owner may request the Recipient to return all written information and statements they have on the Owner. The Recipient will return all relevant property within five (5) days along with the request signed and returned.

VI. RELATIONSHIP OF PARTIES

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This agreement does not create any agency, partnership, business, or joint venture. All agreements to partnerships and services can be found in the legitimate contract outside of this Agreement.

VII. INDEMNITY

Both parties agree to defend, indemnify, and hold harmless the other party and their respective organizations from any and all third party claims, demands, liabilities, costs, expenses, including reasonable attorney's fees, costs, and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

VIII. ATTORNEY'S FEES

In any legal action between parties concerning this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs within reasonable measures.

IX. WHISTLEBLOWER PROTECTION

This Agreement follows the Defend Trade Secrets Act and provides civil and or criminal immunity to any individual for the disclosure of trade secrets made in the confidence to a federal, state, or local government official, or to an attorney when the disclosure suspected violates the law. In addition, this clause covers a complaint or document files in a lawsuit if made under seal.

X. SIGNATORIES

Owner:

Signed by:

Recipient:

Signed by: