

# TRADE SECRET PROTECTION AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Trade Secret Protection Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DISCLOSING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [DISCLOSING PARTY ADDRESS] (the "**Company**"); and

[RECEIVING PARTY LEGAL NAME / INDIVIDUAL NAME], [a [STATE] [ENTITY TYPE] / an individual residing] at [RECEIVING PARTY ADDRESS] (the "**Recipient**").

The Company and the Recipient are each a "**Party**" and together the "**Parties**."

**Recitals.** The Company owns valuable trade secrets and proprietary information that derive independent economic value from not being generally known and that the Company protects through reasonable measures. In connection with [DESCRIBE RELATIONSHIP, e.g. the Recipient's employment, engagement, evaluation, or collaboration with the Company], the Recipient will be given access to certain of those trade secrets. The Parties enter into this Agreement to define and protect that information. In consideration of the access granted and the mutual promises below, the Parties agree as follows.

## 1. Definitions

**1.1 Trade Secrets.** "**Trade Secrets**" means all information owned or controlled by the Company that derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who could obtain economic value from its disclosure or use, and that is the subject of reasonable efforts by the Company to maintain its secrecy. Trade Secrets include, without limitation, formulas, processes, methods, techniques, designs, source code, algorithms, customer and supplier lists, pricing models, business and marketing plans, and research and development information.

**1.2 Confidential Information.** "**Confidential Information**" means Trade Secrets together with any other non-public business or technical information disclosed by the Company to the Recipient, whether or not it qualifies as a trade secret, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

**1.3 Permitted Purpose.** "**Permitted Purpose**" means [DESCRIBE THE LIMITED PURPOSE, e.g. performing the Recipient's duties for the Company / evaluating a potential business relationship], and no other purpose.

**1.4 Representatives.** "**Representatives**" means the Recipient's employees, officers, directors, contractors, and professional advisors who have a genuine need to access the Confidential Information for the Permitted Purpose.

## 2. Ownership and No License

**2.1 Company ownership.** All Confidential Information is and remains the sole and exclusive property of the Company. The Recipient acquires no right, title, or interest in any Confidential Information by virtue of access to it.

**2.2 No license.** Nothing in this Agreement grants the Recipient any license or other right under any patent, copyright, trademark, trade secret, or other intellectual property right, except the limited right to use the Confidential Information solely for the Permitted Purpose.

**2.3 Reservation of rights.** The Company reserves all rights not expressly granted. Disclosure of Confidential Information does not constitute a public disclosure for any purpose and does not waive the Company's trade secret rights.

### 3. Obligations of the Recipient

**3.1 Use restriction.** The Recipient will use the Confidential Information only for the Permitted Purpose and for no competitive, personal, or other purpose.

**3.2 Non-disclosure.** The Recipient will not disclose Confidential Information to any third party except to its Representatives on a need-to-know basis, and only after those Representatives are bound by confidentiality obligations at least as protective as those in this Agreement. The Recipient is responsible for any breach by its Representatives.

**3.3 Standard of care.** The Recipient will protect the Confidential Information using at least the same degree of care it uses to protect its own most sensitive confidential information, and in no event less than a reasonable degree of care.

**3.4 No reverse engineering.** The Recipient will not reverse engineer, decompile, disassemble, or otherwise attempt to derive Trade Secrets from any product, sample, prototype, or material made available by the Company, except to the extent that restriction is prohibited by applicable law.

**3.5 Notice of unauthorized use.** The Recipient will promptly notify the Company in writing on becoming aware of any unauthorized access, use, or disclosure of Confidential Information and will cooperate with the Company to regain possession and prevent further unauthorized use.

### 4. Protective Measures

**4.1 Safeguards.** The Recipient will implement and maintain administrative, physical, and technical safeguards reasonably designed to protect the Confidential Information, including access controls, secure storage, and appropriate handling of electronic and physical copies.

**4.2 Marking and segregation.** Where practicable, the Recipient will keep Confidential Information segregated from its own materials and will preserve any confidentiality markings or legends applied by the Company.

**4.3 Limiting copies.** The Recipient will make copies of Confidential Information only as reasonably necessary for the Permitted Purpose and will apply the Company's confidentiality markings to any copies it makes.

### 5. Exclusions

**5.1 General exclusions.** The obligations in this Agreement do not apply to information that the Recipient can demonstrate by written records: (a) is or becomes publicly available through no act or omission of the Recipient or its Representatives; (b) was rightfully known to the Recipient without restriction before disclosure by the Company; (c) is rightfully received from a third party without restriction and without breach of any obligation of confidentiality; or (d) is independently developed by the Recipient without use of or reference to the Confidential

Information.

5.2 **No loss of trade secret status.** Information does not lose its protection under this Agreement merely because it is embraced by more general information in the public domain, or because individual elements of it are in the public domain.

## 6. Compelled Disclosure and Whistleblower Notice

6.1 **Compelled disclosure.** If the Recipient is required by law, regulation, or valid legal process to disclose Confidential Information, the Recipient will, where legally permitted, give the Company prompt written notice and reasonable cooperation so the Company may seek a protective order or other remedy, and will disclose only that portion legally required.

6.2 **Immunity notice.** Under applicable federal trade secret law, an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. This Agreement does not limit any such protected disclosure or any other legally protected whistleblower activity.

## 7. Term and Return of Materials

7.1 **Term.** This Agreement begins on the Effective Date and continues for the duration of the Parties' relationship and thereafter as set out in Section 7.2.

7.2 **Survival of obligations.** The Recipient's obligations with respect to Confidential Information that does not qualify as a Trade Secret survive for [NUMBER, e.g. 5] years after disclosure. The Recipient's obligations with respect to information that qualifies as a Trade Secret survive for as long as the information remains a trade secret under applicable law.

7.3 **Return or destruction.** On the Company's written request or on termination of the Parties' relationship, the Recipient will promptly return or, at the Company's option, destroy all Confidential Information in its possession or control, including all copies and derivatives, and will certify completion in writing. The Recipient may retain copies required by law or routine backup systems, which remain subject to this Agreement.

## 8. Remedies

8.1 **Irreparable harm.** The Recipient acknowledges that unauthorized use or disclosure of Confidential Information would cause the Company irreparable harm for which monetary damages would be an inadequate remedy.

8.2 **Injunctive relief.** The Company is entitled to seek injunctive or other equitable relief to prevent or stop a breach, in addition to any other remedies available at law or in equity, without the necessity of posting a bond except as required by applicable law.

8.3 **Cumulative remedies.** All remedies are cumulative and not exclusive. The Company's recovery of damages does not limit its right to injunctive relief.

## 9. General Provisions

9.1 **No employment or partnership.** Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties beyond any separate written agreement.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** The Recipient may not assign this Agreement without the Company's prior written consent. The Company may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

COMPANY	RECIPIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*