

TRADE SECRET AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Owner: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Recipient: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. SECRETS AND PURPOSE

Trade secrets covered: [IDENTIFY CATEGORIES WITHOUT REVEALING THE SECRET IN A PUBLIC COPY]. Authorized purpose: [DESCRIPTION]. Access recipients and location: [DETAILS]. Information must qualify for trade secret protection under applicable law; labeling alone is insufficient.

2. SAFEGUARDS

The Recipient limits access to authorized people who need it and owe protective duties, uses [SECURITY MEASURES], and keeps an access record. No reverse engineering is permitted except as expressly agreed or where this restriction cannot lawfully apply. Copying is limited to the purpose.

3. EXCEPTIONS

Each party must use the other's non-public business information only for this engagement, protect it with reasonable care, and disclose it only to people who need it and are bound to protect it. This excludes information already lawfully known, independently developed, lawfully received elsewhere, or public without breach. Required or protected disclosures are not prohibited. On request, return or delete information, except records required by law, which remain protected.

4. INCIDENT RESPONSE

Notify [CONTACT] promptly after discovering unauthorized access. Preserve relevant evidence, contain the incident and cooperate on recovery. Responsibility for reasonable response costs: [TERMS].

5. END OF ACCESS

Access ends on [DATE / EVENT] or [NUMBER] days after written notice. Return or securely delete material within [NUMBER] days, except required archival records subject to continued protection. Duties last while the information qualifies as a trade secret; other confidential information is protected for [PERIOD]. No ownership transfer or further transaction is implied.

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Owner: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Recipient: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]