

# MEMORANDUM

## CODE-MONKEYS

LLC



date

316 E. First St.  
Beautiful Downtown Newberg, OR 97132  
503-538-1779  
www.code-monkeys.com

### Client Non-Disclosure Agreement

AGREEMENT, made this \_\_\_\_ of \_\_\_\_, 20\_\_, between \_\_\_\_\_ with offices located at \_\_\_\_\_ (hereinafter YOU), and Code-Monkeys (hereinafter US) with offices at 316 E. 1<sup>st</sup> st. Newberg, OR 97132.

By this Agreement, CONFIDENTIAL INFORMATION belonging to YOU is received by US for evaluation only and is defined as meaning information identified as, or relating to YOU/YOUR present and/or future products (and business plans) in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent.

CONFIDENTIAL INFORMATION that is disclosed orally shall be confirmed in writing by YOU within thirty (30) days after such disclosure by submitting a letter containing substantially similar information to US.

Information NOT deemed as CONFIDENTIAL include the various methods and techniques US may use in the presentation or manipulation of YOU's information. For example, the textual content of a given website, whether in the form of HTML or stored in a database, would be deemed as CONFIDENTIAL while the HTML markup, database schema, and web development code would NOT BE CONFIDENTIAL.

The parties hereby agree that for a period of THREE (3) YEARS after receipt of CONFIDENTIAL INFORMATION, US shall (1) restrict dissemination of CONFIDENTIAL INFORMATION and (2) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION of YOU.

During the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by US shall be construed as CONFIDENTIAL INFORMATION which (1) is now available or becomes available to the public without breach of this Agreement, (2) is released in writing by YOU (3) is lawfully obtained from a third party or parties without a duty of confidentiality, (4) is disclosed to a third party by YOU without a duty of confidentiality, (5) is known to US prior to such disclosure, or (6) is at any time developed by US independently of any such disclosure (s) from YOU.

US agree that all CONFIDENTIAL INFORMATION received is and will remain the property of YOU and that such shall not be copied or reproduced without the express permission of YOU, except for such copies as may be absolutely necessary in order to perform tasks for the benefit of YOU. After the tasks are completed or upon termination of this Agreement, and upon written request, US will

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return all CONFIDENTIAL INFORMATION to YOU along with all copies and/or derivatives made, including copies of portions of the CONFIDENTIAL INFORMATION, or certify by written memorandum that all such confidential information has been destroyed, except that US may retain archival copies of the CONFIDENTIAL INFORMATION, which are to be used only in case of a dispute concerning this Agreement.

This Agreement shall commence on the date indicated above and shall continue for a period of THREE (3) YEARS thereafter, unless terminated by either part; however, the duty to protect CONFIDENTIAL INFORMATION as stated in paragraph 2 above shall survive the termination of this Agreement.

This Agreement shall be governed by, and construed in accordance with the laws of United States of America 2009.

\_\_\_\_\_  
YOU signature                      Date

\_\_\_\_\_  
US signature                      Date

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