

# the prosp organization - prosp.org

## NON-DISCLOSURE/NON-COMPETE AGREEMENT

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:  
\_\_\_\_\_ located in \_\_\_\_\_ and the  
\_\_\_\_\_ and the  
Prosp Organization located in Brooklyn, NY.

This Agreement shall govern the conditions of disclosure by the Prosp Organization to \_\_\_\_\_ of certain "Confidential Information" including but not limited to prototypes, drawings, data, trade secrets and intellectual property relating to the the organization and inventions invented by the Prosp Organization.

With regard to the Confidential Information, \_\_\_\_\_ hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with the Prosp Organization, based on the invention.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of the Prosp Organization, except that:
  - a. which \_\_\_\_\_ can demonstrate by written records was previously known;
  - b. which are now, or become in the future, public knowledge other than through acts or omissions of \_\_\_\_\_;
  - c. which are lawfully obtained by \_\_\_\_\_ from sources independent of the Prosp Organization;
4. That \_\_\_\_\_ shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by the Prosp Organization.
5. That the secrecy obligations of \_\_\_\_\_ with respect to the information shall continue for a period ending 3 years from the date hereof.

the Prosp Organization will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Prosp Organization