

## **To Those Who Download the Disclosure Agreement:**

The attached CONFIDENTIALITY AGREEMENT – also known as a Disclosure Agreement or Non-Disclosure Agreement (NDA) is a “boiler plate” understanding or agreement frequently used at Synthesis Engineering Services, Inc. of Colorado Springs, Colorado as a basis for quoting or beginning work with projects involving intellectual property. This is a very simple document and is provided here as service for those inventors considering work with Synthesis Engineering Services, Inc..

You may use the AGREEMENT as is, to work with us – just fill in the blanks. Or, you are free to revise it to use with suppliers or others as you see fit – understanding that you take full responsibility for changes.

## **Legal Disclaimers:**

The attached CONFIDENTIALITY AGREEMENT may or may not be valid for your particular situation. Please read it carefully. If you are concerned, or if you question the details, wording or completeness of the document, we recommend that you consult an attorney for clarification or to have something written specifically to address your situation and concerns.

The attached document is intended for customers and interested parties who wish to discuss confidential information with Synthesis Engineering Services, inc. either for advice, for quotation, or for contract. If this document or any part thereof is used for any other purpose, you assume all responsibility of every kind with respect to the legal aspects of protecting your intellectual property. That does not say the document is flawed, just that if you use it, you assume all responsibility.

A confidentiality agreement or NDA of this type can be a good legal document, but it is always important to choose carefully those you work with. The signing of such a document does not guarantee honorable behavior. Please make sure you work with good reputable companies like Synthesis Engineering Services, Inc. so that your ideas and your intellectual property are respected.

We wish you the best of luck with your projects,

Sincerely,

**Synthesis Engineering Services, Inc.**

## Synthesis Engineering Services, Inc.

### CUSTOMER / CLIENT CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AGREEMENT between Synthesis Engineering Services, Inc., a Colorado corporation (“**Synthesis**”) and \_\_\_\_\_ (“**Our Customer**”) is made effective as of \_\_\_\_\_.

As a basis for protection of all involved intellectual property and in exchange for good and valuable services and consideration, **Synthesis** and **Our Customer** agree as follows:

- 1. Confidential Information:** For purposes of this Agreement, “Confidential Information” is all non-public or proprietary or sensitive information including items specifically stated as intellectual property concerning or relating to **Synthesis** and/or **Our Customer** including, without limitation, all information regarding systems, processes, strategies, plans, trade secrets, procedures, employees, subcontractors, techniques, methods, costs, information of **Our Customer** and all other information designated as confidential by **Synthesis** and/or **Our Customer**.
- 2. Non-Disclosure:** Synthesis agrees that they, and anyone acting for them in a representative capacity will not, without prior written consent of **Our Customer**, directly or indirectly, divulge information concerning or touching upon the Confidential Information provided in the course of business, or use any of the Confidential Information for the benefit of Synthesis except in connection with or directly related to **Our Customer** for whom the Confidential Information belongs. **Our Customer** likewise agrees to treat Confidential Information from Synthesis the same way.
- 3. Intellectual Property Creation:** For the duration of this agreement any and all intellectual property created in the course of business or in development of products or services for **Our Customer** by or in conjunction with Synthesis will be considered part of the Confidential Information. Additional contractual documentation will be required for intellectual property assignment.
- 4. Termination:** Upon **Our Customer's** request or upon termination of any engagement with Synthesis, Synthesis will promptly return or destroy as directed by **Our Customer**, all originals, copies and records including media of all types, which contain Confidential Information.
- 5. Sub-Contractors:** Synthesis will not sub-contract any confidential portions of the work or development assignments under this agreement without the consent of **Our Customer**.
- 6. No Obligation, No License:** This agreement does not impose any obligation on either party with respect to entering a potential transaction, nor does it grant license or right of any kind to use or the confidential information.
- 7. Duration:** All obligations created by this Agreement shall survive change or termination of the parties' business relationship. Furthermore, Confidential Information is to remain confidential until it becomes public.

IN WITNESS, Synthesis and **Our Customer** execute this Confidentiality Agreement as:

**Synthesis Engineering Services, Inc.**

**Our Customer:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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