

Washington Business Protection Agreement

Version 0.4.0 | October 7, 2026

Standard draft for confidentiality, non-use and intellectual-property protection. This is a non-compete alternative, not a ban on lawful competition, customer acceptance or work for others. Read all terms, complete recipient details and sign on paper.

Protected business: AutomaWorx, the business operating automaworx.com, acting through its legal owner. Its owner, authorized staff, officers and contractors are protected persons for covered business information and materials. No registered entity type is asserted.

Printed name

Company legal name, if applicable

Date

The effective date is the date AutomaWorx accepts these terms through the acceptance method stated below.

If a company is named, the signer represents authority to bind it; otherwise the signer is recipient individually.

1. Protection against misuse

Recipient will not obtain, disclose or use AutomaWorx's nonpublic code, workflows, designs, pricing, proposals, credentials or customer information through improper means or beyond a separately authorized purpose. Recipient may not use protected materials to build, publish, sell or license a competing copy, divert a transaction through misuse of those materials or falsely claim affiliation with AutomaWorx. This does not prohibit independently developed products, lawful competition, accepting business without misuse, general knowledge or ordinary skills. Documented prior knowledge, independent development, lawful third-party receipt and information public without breach are excluded.

2. Intellectual property and authorized access

AutomaWorx and the relevant rights holders retain ownership of their intellectual property. No production license, assignment, source-code publication right or ownership transfer arises from a discussion, demonstration or signature on this agreement. Only rights expressly granted in a separate accepted written agreement may be exercised. Recipient will not remove ownership notices, impersonate AutomaWorx or its personnel, misrepresent their endorsement, or use their branding without authorization. Nonwaivable rights and applicable third-party licenses take priority.

3. Safeguards, notice and return

Limit protected information to authorized persons with a need to know and written confidentiality duties. Apply reasonable care, access controls and secure transfer methods. No public repository, model training or unapproved third-party processing is permitted. Notify AutomaWorx within 24 hours after discovering unauthorized access or misuse, preserve evidence, and reasonably cooperate with containment. On request, stop unauthorized use and return or securely delete covered materials within 10 business days, with certification on request. Required legal archives, ordinary inaccessible backups and preservation duties remain permitted under continuing protection.

4. Duration and protected activity

Ordinary confidentiality and non-use duties last five years from each disclosure; qualifying trade secrets remain protected while they qualify. Nothing restricts lawful protected reporting, agency cooperation, protected worker discussions or disclosures concerning reasonably believed unlawful harassment, discrimination, retaliation, wage violations, sexual assault or conduct against clear public policy. No permission or advance notice is required for protected reports. Under 18 USC 1833(b), trade-secret-law immunity protects an individual's confidential disclosure to a government official or attorney solely to report or investigate suspected illegality, or a filing made under seal. In a retaliation case, information may be shared with counsel and used in court with sealed filings and further disclosure only as ordered. This applies to covered employees, consultants and contractors.

5. Washington law and bounded remedies

Washington substantive law governs subject to nonwaivable applicable law. A Washington court with proper jurisdiction and venue is the agreed forum to the extent lawful. AutomaWorx may seek appropriate damages and protective orders for a proven breach or threatened misappropriation, but no penalty, injunction or bond waiver is automatic. Reasonable prevailing-party attorney fees and costs apply as allowed by RCW 4.84.330. Owners and authorized personnel may enforce the confidentiality and IP protections applicable to their own protected rights where legally permitted; this creates no blanket release of liability for anyone's wrongful acts.

6. Agreement and no competition restraint

Amendments require a signed writing. Compatible separately accepted NDA and license terms continue to apply; mandatory law prevails over conflicting terms. Invalidity of one provision does not expand another into a competition restraint. This form intentionally does not impose a non-compete, general no-hire clause, customer non-dealing clause or work-related repayment penalty. It protects AutomaWorx and its people through restrictions on misuse of information and intellectual property, while preserving lawful independent activity.

Recipient handwritten signature: _____

AutomaWorx accepts through authorized written confirmation or disclosure under this agreement. A representative signing for a named company does not thereby give a personal guaranty.