

Washington Confidentiality & Non-Use Agreement

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AutomaWorx-protective standard business discussion draft. 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 their confidential information supplied through the business. This description does not assert a particular registered entity type.

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 that they are authorized to bind it; otherwise the signer is the recipient individually.

Permitted purpose: evaluating a proposed business relationship with AutomaWorx or carrying out work separately authorized in writing by AutomaWorx. No unrelated use is authorized.

1. Protected information and exclusions

Protected information includes AutomaWorx's nonpublic source code, workflows, algorithms, software architecture, security designs, datasets, model configurations, pricing, proposals, business plans, customer information, credentials, prototypes, demonstrations and recipient notes derived from them. Information is protected when identified as confidential or when its nature and circumstances reasonably indicate confidentiality. Information the recipient can demonstrate was already lawfully known without restriction, independently developed without using protected information, lawfully obtained without duty from another source, or publicly available without breach is excluded. General skills and experience are not exclusively owned by AutomaWorx.

2. Strict use and access limits

Recipient will use protected information solely for the permitted purpose, disclose only the minimum needed to representatives bound by protective written duties, and remain responsible for their acts within applicable law. Apply reasonable safeguards, least-privilege access and at least the care used for comparable sensitive information. No publication, commercial exploitation, sale, licensing, public repository upload, model training or upload to a third-party analysis service is permitted without AutomaWorx's written authorization. Do not copy, extract or reverse-engineer nonpublic materials except as authorized for the purpose or as nonwaivable law permits. This clause restricts use of protected materials, not lawful independent competition.

3. Ownership and limited evaluation permission

AutomaWorx retains its ownership and associated intellectual-property rights. This agreement grants only a revocable permission to evaluate protected materials for the permitted purpose, with no ownership transfer, production license or right to sublicense. Recipient will not remove ownership notices or claim rights in AutomaWorx's protected materials. Any paid delivery or assignment requires a separate signed agreement. No employment relationship, partnership, exclusivity or obligation to transact is created.

4. Incident notice and controlled return

Notify AutomaWorx without undue delay and within 24 hours after discovering unauthorized access, use or disclosure, giving then-known facts without speculation. Preserve relevant evidence, contain the incident and cooperate in reasonable remediation. On request or termination of the purpose, stop using the information and return or securely delete it within 10 business days; provide a written certification on request. A legally required archival copy and inaccessible routine backups may be retained under continued protection and deleted in the ordinary retention cycle. Do not destroy evidence subject to a legal preservation duty.

5. Duration

The disclosure period is two years from the effective date unless extended in a signed writing. Ordinary confidentiality and non-use duties last five years from each disclosure. Qualifying trade secrets remain protected for as long as they qualify under applicable law. Security incidents, return obligations, ownership and accrued remedies survive to the extent applicable. AutomaWorx may stop disclosure at any time.

6. Protected disclosures and federal immunity notice

Nothing prohibits lawful reports, cooperation with agencies, discussion of reasonably believed unlawful discrimination, harassment, retaliation, wage violations, sexual assault or conduct contrary to clear public policy, or other protected worker activity. No prior permission or notice is required for protected disclosures. Under 18 USC 1833(b), an individual has trade-secret-law immunity for a confidential disclosure to a government official or attorney solely to report or investigate suspected illegality, or in a complaint or other filing made under seal. An individual pursuing employer-retaliation relief may disclose to counsel and use the information in court if relevant filings are sealed and further disclosure follows court orders. This notice covers employees, contractors and consultants where applicable. Required disclosures outside these protections may be made after lawful notice and reasonable confidentiality measures when permitted.

7. Remedies and Washington law

AutomaWorx may seek available damages and appropriate court orders for a proven breach or threatened misappropriation; no injunction, penalty or bond waiver is automatic. Washington substantive law governs, subject to mandatory protections of another applicable jurisdiction. A Washington state or federal court with proper jurisdiction and venue is the agreed forum to the extent legally permitted. The prevailing party in an action to enforce this agreement may recover reasonable attorney fees and costs as permitted by RCW 4.84.330 and other applicable law. Protected persons are intended beneficiaries solely for their own covered confidential-information and IP rights, to the extent legally permitted. No clause requires waiver of protected claims or statutory remedies.

8. Entire agreement and execution

This agreement concerns the permitted purpose's confidentiality and supersedes contrary confidentiality discussions on that subject. A signed writing is needed for amendments or an assignment by recipient; AutomaWorx may assign with the protected business or assets if the assignee assumes its obligations. A failure to enforce once is not a waiver. Invalid provisions do not authorize enforcement contrary to mandatory law. Each signer represents authority for the named party. Signing as an entity representative does not itself create a personal guaranty.

Recipient handwritten signature: _____

AutomaWorx accepts through an authorized written confirmation or disclosure under this agreement. No personal guaranty is implied for a representative signing solely for a named company.