



## ***CONFIDENTIALITY AGREEMENT***

This Confidentiality Agreement (this "Agreement") is made between Steve Skultety, dba I-Draw Design of 7227 Briella Drive, Boynton Beach, FL 33437 and

\_\_\_\_\_ of \_\_\_\_\_ (CLIENT).  
(First & Last Name) (Address, City, State Zip)

In this Agreement, the party who owns the Confidential Information will be referred to as "CLIENT", and the party to whom the Confidential Information will be disclosed will be referred to as "Steve Skultety". CLIENT is engaged in designing and marketing

\_\_\_\_\_  
(Product Name or Description)

Steve Skultety is engaged in assisting in computer design and 3-d modeling of aforementioned product. Information and concept ideas will be disclosed to Steve Skultety so that Steve Skultety will be able to assist in the design of product conceptualized and owned by CLIENT. CLIENT has requested that Steve Skultety will protect the confidential material and information which may be disclosed between CLIENT and Steve Skultety. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to CLIENT, whether or not owned or developed by CLIENT NAME, which is not generally known other than by CLIENT, and which Steve Skultety may obtain through any direct or indirect contact with CLIENT.

A. Confidential Information includes without limitation:

- business records and plans
- inventions
- product design information
- and other proprietary information.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** Steve Skultety understands and acknowledges that the Confidential Information has been developed or obtained by CLIENT by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of CLIENT which provides CLIENT with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Steve Skultety agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of CLIENT. In addition, Steve Skultety agrees that:

Initials \_\_\_\_\_



- i. *No Copying/Modifying.* Steve Skultety will not copy or modify any Confidential Information without the prior written consent of CLIENT.
- ii. *Unauthorized Disclosure of Information.* If it appears that Steve Skultety has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, CLIENT shall be entitled to an injunction to restrain Steve Skultety from disclosing, in whole or in part, the Confidential Information. CLIENT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**III. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of CLIENT, Steve Skultety shall return to CLIENT all written materials containing the Confidential Information. Steve Skultety shall also deliver to CLIENT written statements signed by Steve Skultety certifying that all materials have been returned within five (5) days of receipt of the request.

**IV. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**V. NO WARRANTY.** Steve Skultety acknowledges and agrees that the Confidential Information is provided on an AS IS basis. CLIENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CLIENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. CLIENT does not represent or warrant that any product or business plans disclosed to Steve Skultety will be marketed or carried out as disclosed, or at all. Any actions taken by Steve Skultety in response to the disclosure of the Confidential Information shall be solely at the risk of Steve Skultety.

**VI. LIMITED LICENSE TO USE.** Steve Skultety shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Steve Skultety acknowledges that, as between CLIENT and Steve Skultety, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of CLIENT, even if suggestions, comments, and/or ideas made by Steve Skultety are incorporated into the Confidential Information or related materials during the period of this Agreement.

Initials



**VII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Florida. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:  
CLIENT

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

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

Recipient:  
Steve Skultety

*Steve Skultety*  
By: \_\_\_\_\_  
Steve Skultety

***Please print & fill out all fields in grey. Then return completed Agreement via email to Steve.Idraw@gmail.com or fax to 877-798-7701.***