

# UNILATERAL NON-DISCLOSURE AGREEMENT

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THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Owner"), and \_\_\_\_\_ ("Recipient").

A. WHEREAS, Owner is in the business of \_\_\_\_\_ (the "Business");

B. WHEREAS, Recipient desires Confidential Information (defined below) for the purpose of \_\_\_\_\_;

C. WHEREAS, Recipient has agreed not to disclose, divulge, or communicate, to any person or entity, any Confidential Information.

NOW, THEREFORE, in consideration of the terms, covenants and conditions described herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. CONFIDENTIAL INFORMATION.** As used in this Agreement, "Confidential Information" means all non-public information related to the Business, including without limitation, financial information, technical information, marketing information, cost information, sales information, customer information, operating information, product information, all documents, reports, plans, formulas, compilations, devices, techniques, data, materials, methods, processes, sources, and any other information, however described, which is, or could be, valuable in the type of business in which Owner is engaged. Owner makes no representation or warranty with respect to any Confidential Information provided to Recipient. Recipient shall not have any ownership rights or license with respect to any Confidential Information, and shall not use any Confidential Information for its benefit without Owner's prior written consent.

**2. COVENANT NOT TO DISCLOSE.** Recipient covenants and agrees that Recipient, its owners, managers, agents, employees, consultants and representatives will not disclose, divulge, communicate or confirm to any person or entity, for any purpose or reason whatsoever, any Confidential Information, without the prior written consent of Owner. The foregoing parties shall only receive such Confidential Information as reasonably necessary for the purpose set forth above, and shall agree to maintain confidentiality in accordance with terms no less protective than those set forth in this Agreement. All such information shall be deemed confidential, sensitive and valuable, shall be used solely for the purpose set forth above, and shall not at any time, in any manner, be used for any other purpose. The covenants and restrictions described herein shall apply to the extent that the Confidential Information (i) is not otherwise made public by Owner, (ii) is not already a matter of public information, or (iii) is not requested in the context of a subpoena or records request in connection with a lawsuit; provided that in the case of such a request, Recipient shall give adequate notice to Owner that such Confidential Information has been requested in connection with a lawsuit and shall allow Owner to enter into such proceedings for the purpose of protecting against disclosure of such Confidential Information. If a party claims to have known any such Confidential Information prior to disclosure, that party shall have the burden of proof of such prior knowledge. This Agreement and the non-disclosure covenant set forth herein shall terminate upon written notice of termination from Owner to Recipient.

**3. INJUNCTIVE RELIEF.** The parties recognize that irreparable injury will result to the Owner and others in the event of a breach of this Agreement, and that this covenant not to disclose is an inducement to the Owner to disclose the information contemplated hereunder. It is hereby agreed that in the event of a breach, Owner shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Recipient, or Recipient's owners, managers, agents, employees, consultants and representatives, and all other persons acting for or in concert with Recipient.

**4. GENERAL PROVISIONS.** This Agreement shall be governed by the laws of the State in which the principal office of the Business is located, which is the State of \_\_\_\_\_. If a dispute arises with regard to this Agreement, Recipient agrees that it shall be subject to personal jurisdiction in such State, and that venue shall be proper in such State. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party in such proceeding, including reasonable attorney's fees, shall be paid by the non-prevailing party. This Agreement will inure to the benefit of and be binding upon the parties, their successors and expressly permitted assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be signed in counterparts and delivered by PDF or other electronic means, which, taken together, shall constitute an original, binding agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**OWNER:**

**RECIPIENT:**

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

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

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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