UNILATERAL NON-DISCLOSURE AGREEMENT

	, 20 by and betwee	∍n	, of
	, 20 by and betwee , City of _, known as the "Compar , City of _, known as the "Recipie	, State of	_
	, known as the "Compa	ny", and	, of
	, City of	, State of	
	, known as the "Recipie	nt", and collectively known a	is the "Parties".
any information which patent, copyright, trad models, inventions, kr programs, software so products and services products including, wiffinances, financial and purchasing data, sales	dentiality. As used in this Ag has commercial value and is e secret and other proprietary low-how, processes, apparatulation of Company, or (ii) non-technic chout limitation, pricing, marging accounting data and information and marketing plans, future and confidential to Company.	either (i) technical information information, techniques, skus, equipment, algorithms, so are related to the current, futunical information relating to Cons, merchandising plans and ation, suppliers, customers, continuation, suppliers, customers,	on, including etches, drawings oftware ure and proposed Company's d strategies, customer lists,
disclose, disseminate in written form. Recipie Company with at least Information. Recipient protect its own Confidence Recipient shall disclose	d Nonuse Obligations. Recipior use any Confidential Informent agrees that Recipient shat the same degree of care as further represents that Recipiential Information. If Recipiential Information on a and certifies that such employed.	nation belonging to Compan Il treat all Confidential Inform Recipient accords its own Co ient exercises at least reaso t is not an individual, Recipie ly to those of its employees	ly, whether or not nation of onfidential nable care to ent agrees that who need to
understands that its ol shall survive the termi any relationship between	eement shall govern all commoligations under Paragraph 2 nation of any other relationshen the Parties, Recipient will all documents and other mate	("Nondisclosure and Nonuscip between the Parties. Upor promptly deliver to Compan	e Obligations") n termination of y, without
	his Agreement shall be gover ica and the State laws of		ederal laws of the
in irreparable and con	A breach of any of the promis tinuing damage to Company fall be entitled to injunctive reli	for which there will be no ade	equate remedy at

and such other relief as may be proper (including monetary damages if appropriate).

6. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in

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part.

written agreements concerning such	rein and supersedes all prior or contemporaneous oral or Confidential Information. This Agreement may only be norized representatives of the parties in writing.
IN WITNESS WHEREOF, the Parties below.	have executed this Agreement as of the dates written
Company Representative's Signatu	ıre
	Date
Print Name	
	-
Recipient's Signature	
	Date
Print Name	
	-

7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the