UNILATERAL (ONE-WAY) NON-DISCLOSURE AGREEMENT

This **Unilateral (one-way) Non-Disclosure Agreement ("Agreement")** has been entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. between the parties set forth below

**THE PARTIES**

**COMPANY**: [NAME OF COMPANY], whose mailing address is [COMPANY MAILING ADDRESS] located in the State of [STATE] (the **"COMPANY"**)

 AND

**RECIPIENT**: [NAME OF RECIPIENT], whose mailing address is [RECIPIENT MAILING ADDRESS] located in the State of [STATE] (the **"RECIPIENT"**)

**1. Definition of Confidentiality**. The term "Confidential Information" as used in this Agreement refers to any information that has a commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Releasor, or (ii) commercial information.

**2. Non-disclosure and Non-use Obligations**. Any confidential information belonging to the Company that the recipient receives must be kept private and must not be disclosed, distributed, or used in any way, whether in writing or verbally. The recipient acknowledges that they are responsible for protecting all of the releaser's confidential information to at least the same standard as they do for their own. The recipient further warrants that it will exercise reasonable care and at a minimum, ordinary precautions to protect its own confidential information. If Recipient is not an individual, Recipient certifies that such employees have previously signed a copy of this Agreement and agrees that Recipient shall only disclose Confidential Information to its employees who need to know such information.

**3. Survival**. All communications between the Parties shall be in accordance with this Agreement. The recipient is aware that its responsibilities under Paragraph 2's "Nondisclosure and Nonuse Obligations" continue even after the other relationships between the Parties are over. Recipient shall promptly deliver to Company all documents and other materials provided by Company to Recipient without retaining any copies upon the termination of any relationship between the Parties.

**4. Governing Law**: The Federal laws of the United States of America and the State laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall in all respects govern this Agreement.

**5. Injunctive Relief**. The Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be appropriate (including monetary damages if appropriate), in the event that any of the promises or agreements contained herein are breached and cause irreparable and continuing harm to the Company for which there will be no adequate remedy at law.

**6. Severability**. The provisions of this Agreement are separate and distinct from one another and are not affected by or rendered invalid or unenforceable in whole or in part by the invalidity or unenforceability of any other provision or provisions, for any reason.

**7. Entire Agreement**. The Confidential Information disclosed in this Agreement is covered entirely by this Agreement, which supersedes any and all prior or current oral or written agreements regarding it. Changes to this Agreement must be made in writing and only with the consent of the parties' authorized representatives.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

**Signature of Company Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name in Print**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Recipient**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name in Print**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_