

# UNILATERAL NON-DISCLOSURE AGREEMENT

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This Unilateral Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between [Company Name], a [State] corporation with its principal place of business at [Company Address] ("Disclosing Party"), and [Employee Name], residing at [Employee Address] ("Receiving Party").

## 1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purpose of employment. The Receiving Party agrees to maintain the confidentiality of this information.

## 2. Definition of Confidential Information

"Confidential Information" refers to any non-public information disclosed by the Disclosing Party, including but not limited to:

- Technical data, trade secrets, know-how, research, product plans, products, services, customer lists, and markets.
- Software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, finances, or other business information.

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Receiving Party.
- Is in the Receiving Party's possession without restriction before disclosure by the Disclosing Party.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- Is disclosed with the Disclosing Party's prior written approval.

## 3. Obligations of Receiving Party

The Receiving Party shall:

- Maintain the confidentiality of the Confidential Information.
- Not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent.
- Use the Confidential Information solely for the purpose of performing job responsibilities for the Disclosing Party.

- Take all reasonable precautions to protect the confidentiality of the Confidential Information.

#### **4. Duration**

This Agreement shall remain in effect for a period of [Specify Duration, e.g., two years] from the date of disclosure of the Confidential Information. The obligations of confidentiality shall survive termination of employment and remain in effect until the Confidential Information no longer qualifies as confidential.

#### **5. Return of Materials**

Upon termination of employment or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

#### **6. No License**

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

#### **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

#### **8. Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

#### **9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Disclosing Party:

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

Name: [Authorized Representative Name]

Title: [Title]

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

Receiving Party:

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

Name: [Employee Name]

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