UNILATERAL NON-DISCLOSURE AGREEMENT

This Unilateral Non-Disclosure Agreement, known as the "Agreement", is made this _____ day of _____, 20_____ by and between _____, of _____, City of _____, State of _____, known as the "Company", and _____, of _____, City of _____, State of _____, known as the "Recipient", and collectively known as the "Parties".

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has 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 Company, or (ii) non-technical information relating to Company's products including, without limitation, pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential to Company.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with at least the same degree of care as Recipient accords its own Confidential Information. Recipient further represents that Recipient exercises at least reasonable care to protect its own Confidential Information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement.

3. Survival. This Agreement shall govern all communications between the Parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the Parties. Upon termination of any relationship between the Parties, Recipient will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Recipient by Company.

4. Governing Law. This Agreement shall be governed in all respects by the Federal laws of the United States of America and the State laws of _____.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance 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 part.

7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

Company Representative's Signature

_____   Date _____

Print Name

_____

Recipient's Signature

_____   Date _____

Print Name

_____