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## UNILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

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THIS AGREEMENT dated \_\_\_\_\_ 20\_\_\_\_, by and between Urban Triage, Inc., a Wisconsin Corporation, and \_\_\_\_\_ (“Recipient”).

WHEREAS, Urban Triage, Inc. and Recipient, for their mutual benefit and pursuant to a working relationship which has been or may be established, anticipate that Urban Triage, Inc. may disclose or deliver to Recipient documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions, and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter and confidential conversations and information exchanged in or disclosed by any member of Urban Triage, Inc. and prepared or filed by or on behalf of by Urban Triage, Inc., in any jurisdiction, and any amendments or supplements thereto (collectively, “Proprietary Information”); and

WHEREAS, Urban Triage, Inc. desires to assure that the confidentiality of any Proprietary Information and confidential conversations is maintained;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, Urban Triage, Inc. and Recipient hereby agree as follows:

1. For a period of sixty (60) months from the date hereof, Recipient shall hold in trust and confidence, and not disclose to others or use for Recipient's own benefit or for the benefit of another, any Proprietary Information which is disclosed to Recipient by Urban Triage, Inc. at any time. Recipient shall disclose Proprietary Information received under this Agreement to persons within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This paragraph 1 shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns, it being understood that Recipient shall be liable for any breach of the terms of this Agreement by any such person(s). {Include if pertinent:} Recipient further acknowledged and agrees that it shall not disclose (or permit disclosure of) (a) the fact that non-public, confidential, sensitive and/or proprietary information has been or may be made available to it or its representatives, (b) that discussions or negotiations may be, or are, underway between the parties regarding the same; or (c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the same.
2. The undertakings and obligations of Recipient under this Agreement shall not apply to any Proprietary Information which: (a) is described in an issued patent anywhere in the world, is disclosed in a printed publication available to the public, or is otherwise in the public domain through no action or fault of Recipient; (b) is generally disclosed to third parties by Urban Triage, Inc without restriction on such third parties, or is approved for release by written authorization of Urban Triage, Inc.; (c) is shown to Urban Triage, Inc. by Recipient, within ten (10) days from disclosure, by underlying documentation to have been known by Recipient before receipt from Urban Triage, Inc. and/or to have been developed by Recipient completely independent of any disclosure by Urban Triage, Inc.
3. Title to all property received by Recipient from Urban Triage, Inc., including all Proprietary Information shall remain at all times the sole property and held in strict confidence of Urban Triage, Inc. and this Agreement shall not be construed to grant to Recipient any patents, licenses or similar rights to such property and Proprietary Information and confidential conversations disclosed to Recipient hereunder.

4. Recipient shall, upon request of Urban Triage, Inc. return to Urban Triage, Inc. all documents, drawings and other tangible materials, including all Proprietary Information and confidential conversations and all notes, reports or other manifestation thereof, delivered to Recipient, and all copies and reproductions thereof.
5. The parties further agree to the following terms and conditions:
  - i. Any breach by Recipient of any of Recipient's obligations under this Agreement will result in irreparable injury to Urban Triage, Inc. for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, Urban Triage, Inc. will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent, discontinue and/or restrain the breach of this Agreement.
  - ii. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
  - iii. In any dispute over whether information or matter is Proprietary Information hereunder, it shall be the burden of Recipient to show both that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute a trade secret under the Uniform Trade Secrets Act or successor or similar law in effect in the State of Wisconsin.
  - iv. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
  - v. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
  - vi. This Agreement is governed by and will be construed in accordance with the laws of the State of Wisconsin and the courts of Wisconsin shall be the exclusive forum.
  - vii. This Agreement is in addition to any prior written agreement between Urban Triage, Inc. and Recipient relating to the subject matter of this agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Urban Triage, Inc. and Recipient.
  - viii. Urban Triage, Inc. makes no representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of any Proprietary Information disclosed hereunder.

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

**URBAN TRIAGE, INC.**

Printed Name: \_\_\_\_\_

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

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

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

**RECIPIENT**

Printed Name: \_\_\_\_\_

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

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

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