

# UNITED NATION OF INDIGENOUS ABORIGINES

## Non-Disclosure Agreement Instructions



Greetings, Shalom, Hotep, Islam, Peace Love & Light, & All universal forms of Salutations!

We hope this message finds you in sound mind body & spirit!!

Please follow these Instructions, as they are imperative in properly executing and submitting your Non Disclosure Agreement

#### I. EXECUTE.

**A:** Please enter your full name in the "Your Name Here" fillable box in the very first paragraph of this agreement.

**B:** Please enter your full mailing address in the "Your Address Here" fillable box in the very first paragraph of this agreement.

C: Please enter your family name in the "Ex: House Of Jane Doe EL" fillable box in section XII. SIGNATORIES

\*side note this can simply be your last name in the form; **House Of Last Name** Please put "**House Of**" before the name or your application will be rejected.

**D:** Please enter your full name in the "Your Name Here" the fillable box at the bottom of page 3

**E:** Please print, then sign "2 Copies" of this document in front of a notary, then scan/photograph & return your document to click here: <u>unitednationofia@gmail.com</u> or copy & paste: unitednationofia@gmail.com

\*Please sign document where it says "YOUR NAME" and leave the line for the "AUTHORIZED REPRESENTATIVE" blank

\*Please do not attempt to sign "without recourse" "without prejudice" "UCC 1-308" or any other special endorsements outside of "By: Last Name, First Name-Middle Name" this is the only endorsement we will accept. Any agreements signed in the aforementioned manners, will be rejected & discarded.

**F.** Please Mail the 2 signed documents to this address below, we will execute and return 1 copy to you, making this a "Bilateral Agreement." We MUST receive your signed copies within 2 weeks.

U.N.I.A. - Delaware Nation Society

Phone: 872-760-4264 Fax: 708-872-6163 3232 Ridge Road Suite 2

Lansing, Illinois Republic [60438-9999]

DNS Form: UNIA-NDA-01 (updated **6-23-2022**)



## U.N.I.A NON DISCLOSURE AGREEMENT



This Non-disclosure Agreement (this "Agreement") is made effective as of March 11th 20, 2021 the ("Effective")
Date"), by and between UNITED NATION OF INDIGENOUS ABORIGINES (the "Owner"), of 3232 Ridge Road
Suite 2 Lansing Illinois (60438-9999), and Recipient Name:
(the "Recipient" ), of c/o Address:

Home Office Agreement the Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

### A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the Recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner; and any other information that both parties agree in writing is not confidential.

**II.PROTECTION OF CONFIDENTIAL INFORMATION.** The Owner understands and acknowledges that any private/personal information shared by the Recipient to fulfill this agreement is to remain Confidential Information, only to be viewed by the undersigned Authorized Representative, unless expressed verbal or written consent is given by the Recipient. The Recipient understands and acknowledges that the Confidential Information in this agreement has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A.No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B.No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

- **C.Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- **D.Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.
- III. UNAUTHORIZED DISCLOSURE OF INFORMATION INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- **IV.NON-CIRCUMVENTION.** During the term of this Agreement, Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.
- V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipientshall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within seven (7) days of receipt of the request.
- **VI.RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.
- VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrantthat any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely atthe risk of the Recipient.
- VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideaade by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX.INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

- X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- XI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive Perpetual from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XII.SIGNATORIES. This Agreement	ent shall be exec	cuted by DELAWA	RE NATI	ON SOCIE	TY on beha	lf
of UNITED NATION OF I	NDIGENOUS	ABORIGINES	and Re	cipient of	n behalf c	f
House:				_ and deli	vered in th	ıe
manner prescribed by law as of th	e date first writte	en above.				
This Non-Disclosure Agreement is exe	ecuted and agreed	l to by:				
DELAWARE NATION SOCIETY / UNIT Authorized Representative:	ΓED NATION OF	INDIGENOUS AB	ORIGINES			
	DATE					
Authorized Representative Name						
&						
	DATE					
State of County of This record was acknowledged before n	ne on	- (date)				
by	_(name(s) if ind	ividual(s)).				
Signature of notarial officer	Seal					
Title of office						
My commission expires:						