

Unilateral Confidentiality Agreement

This Unilateral Confidentiality Agreement ("Agreement") is made and entered into as of , by and between:

- **Disclosing Party:**
- **Receiving Party:**

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or any other form, that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

1. The Receiving Party agrees to use the Confidential Information solely for the purpose of
2. The Receiving Party shall not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
3. The Receiving Party agrees to protect the confidentiality of the Confidential Information with the same degree of care as it uses with its own confidential information, but in no event less than reasonable care.

3. Exclusions

Confidential Information does not include information that:

- Was in the Receiving Party's possession before receipt from the Disclosing Party;
- Becomes generally available to the public through no fault of the Receiving Party;
- Is lawfully received by the Receiving Party from a third party without breach of this Agreement.

4. Term

This Agreement shall commence on the date first written above and shall continue for a period of years.

5. Governing Law

This Agreement shall be governed by the laws of

Disclosing Party

Signature:

Name:

Date:

Receiving Party

Signature:

Name:

Date: