

Unilateral Non-Disclosure Agreement For Corporate Partnerships

This Non-Disclosure Agreement ("Agreement") is made enterable by and between:

Disclosing Party (Company Name):

Address:

Receiving Party (Company Name):

Address:

Effective Date:

1. Definition of Confidential Information

"Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as "Confidential" or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

- The Receiving Party shall not disclose any Confidential Information to any third party.
- The Receiving Party shall use the Confidential Information solely to evaluate or engage in a potential partnership with the Disclosing Party.
- The Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

1. Is or becomes public knowledge through no fault of the Receiving Party.
2. Is lawfully obtained from a third party without breach of any obligation of confidentiality.
3. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
4. Is required to be disclosed by law or governmental order, provided the Receiving Party provides notice to the Disclosing Party prior to such disclosure.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of years, unless extended by mutual written agreement.

5. Return of Materials

Upon request, the Receiving Party shall promptly return or destroy all documents and other materials received from the Disclosing Party 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 in accordance with the laws of .

Disclosing Party Signature:

Date:

Receiving Party Signature:

Date: