

# Unilateral Confidentiality Statement for Business Negotiations

This Confidentiality Statement ("Statement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between:

**Disclosing Party:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Receiving Party:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party solely for the purpose of business negotiations.

## 2. Definition of Confidential Information

For the purposes of this Statement, "Confidential Information" includes all information disclosed by the Disclosing Party to the Receiving Party, in any form, that is not generally known to the public, including but not limited to: business plans, financial data, strategies, trade secrets, technical information, and other non-public information.

## 3. Obligations of Receiving Party

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and not to disclose it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose stated above and shall take reasonable measures to protect its confidentiality.

## 4. Exclusions

The obligations of confidentiality do not apply to information that (a) is or becomes publicly available through no fault of the Receiving Party; (b) is already in the Receiving Party's possession without restriction; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is disclosed pursuant to legal requirement.

## 5. Term

This Statement and the Receiving Party's obligations with respect to the Confidential Information shall remain in effect for a period of \_\_\_\_ years from the date of disclosure.

## 6. Return of Materials

Upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

## 7. No License

Nothing in this Statement shall be construed as granting any license or rights under any patent, trademark, copyright, or other intellectual property of the Disclosing Party.

## 8. Governing Law

This Statement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_.

Disclosing Party:

\_\_\_\_\_

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

Receiving Party:

\_\_\_\_\_

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