



## **Confidentiality Agreement – Unilateral (Pro-Discloser, Short Form) Preparation Form**

This Preparation Form is designed to help both you and us make the process of creating your custom confidentiality agreement more efficient. Please complete all applicable sections as completely as possible. **If any information is not readily available, we recommend you gather this information prior to commencing the online session so you may complete your document.**

If you have any questions as you work on the questionnaire, please contact us at [info@helixcompliance.com](mailto:info@helixcompliance.com), or contact Laditum Support at [support@laditum.com](mailto:support@laditum.com).

### **Your General Information**

**Your Full Legal Name:** \_\_\_\_\_  
(Individual or Company Name)

**Entity Type:** \_\_\_\_\_  
(Example: Corporation, Limited Liability Company, General Partnership, Limited Partnership, etc.)

**State of Organization:** \_\_\_\_\_  
(State where Entity was Formed or is Registered)

**Your Address:** \_\_\_\_\_  
(street, city, state, and zip)

### **Other Party's Information**

**Other Party's Legal Name:** \_\_\_\_\_  
(Individual or Company Name)

**Entity Type:** \_\_\_\_\_  
(Example: Corporation, Limited Liability Company, General Partnership, Limited Partnership, etc.)

**State of Organization:** \_\_\_\_\_  
(State where Other Party's was Formed or is Registered)

**Other Party's Address:** \_\_\_\_\_  
(street, city, state, and zip)

### **The Agreement**

**Agreement Date:** \_\_\_\_\_  
(Proposed Date)

**Agreement Purpose:** \_\_\_\_\_  
(Example: "the evaluation of a potential business arrangement between the Parties")

**Number of Years the term of the Agreement lasts:** \_\_\_\_\_



**Should the Recipient's affiliates be included in the definition of Representatives and have access to Confidential Information?**

- Yes**
- No**

**Select any parties that should be included in the definition of Representatives and have access to Confidential Information:**

- Members**
- Managers**
- Agents**
- Other** \_\_\_\_\_  
(Other Examples: Directors, Shareholders, Partners, Attorneys, Accountants, Financial Advisors, Independent Contractors, Service Providers, Sublicensees, Subcontractors, etc.)

**Select method by which Representatives must protect Confidential Information:**

- Written confidentiality agreements**
- Confidentiality obligations**

**Select the Recipient's required effort in preventing further unauthorized use or disclosure after discovering a violation of the Agreement:**

- Take all reasonable steps**
- Use best efforts**
- Cooperate with the Disclosing Party**

**Select the Scope of Confidential Information:**

- Broadly defined**
- Narrowly defined**

**Description of Confidential Information:**

---

---

---

---

---

---

---

---

---

---



**Must Recipient provide notice before making any disclosures that are required by applicable law?**

- Yes
- No

**Must Recipient obtain a written opinion from outside legal counsel for required disclosures?**

- Yes
- No

**Select timeframe after Agreement expires that all Confidential Information must be returned or destroyed:**

- Promptly
- Within a specified number of days: \_\_\_\_\_

**Number of days after Agreement expires that Recipient must return or destroy all Confidential Information: \_\_\_\_\_**

**Does the Disclosing Party have the option of deciding whether to have Confidential Information returned or destroyed?**

- Yes
- No

**Include a survival provision for Trade Secrets:**

- Yes
- No