



UNILATERAL CONFIDENTIALITY AGREEMENT

This Unilateral Confidentiality Agreement (“Agreement”) is effective on the last signature date of the Parties (“Effective Date”) and is between Henkel Corporation., with a place of business at One Henkel Way, Rocky Hill, CT 06067 (“Henkel”), and _____, having an address at _____ (“Visitor”). Henkel and Visitor shall be individually referred to as a “Party” and collectively referred to as the “Parties”.

A. DEFINITIONS

- 1. Confidential Information. "Confidential Information" includes any non-public and confidential or proprietary information of Henkel or its affiliates disclosed in any form or format to Visitor under this Agreement. Confidential Information shall include, without limitation, the following:

Henkel’s Confidential Information:	Information including but not limited to information relating to the manufacturing of Henkel products.
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- 2. Purpose. The purpose of this Agreement is to protect all Henkel Confidential Information to Visitor may learn while touring Henkel facility (“Purpose”).
- 3. Disclosing Party. As used in this Agreement, the “Disclosing Party” shall refer to Henkel or its Affiliates disclosing Confidential Information hereunder.
- 4. Receiving Party. As used in this Agreement, the “Receiving Party” shall refer to Visitor receiving Confidential Information hereunder.

B. OBLIGATIONS OF CONFIDENTIALITY

- 1. General Requirements. Visitor must keep Confidential Information confidential.
- 2. Restrictions on Use. The Receiving Party shall have the following obligations with respect to any Confidential Information disclosed:
 - 2.1 The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third parties without the prior written consent of the Disclosing Party.
 - 2.2 The Receiving Party shall keep all samples of the Disclosing Party solely within its control, shall not make them available to any third parties and shall not analyze them, or cause to have them analyzed, to determine their composition without the express written consent of the Disclosing Party.
 - 2.3 The Receiving Party shall not use the Confidential Information of the Disclosing Party except for the Purpose.

- 2.4 The Receiving Party shall use a reasonable of care with respect to its obligations under this Agreement
- 3 Exclusions. Confidential Information does not include information that:
- 3.1 Is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in breach of this Agreement.
 - 3.2 Was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party.
 - 3.3 Is obtained by the Receiving Party from a third party with a valid right to disclose it.
 - 3.4 Is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
4. Term. This Agreement governs disclosures of Confidential Information commencing on the Effective Date and continuing thereafter for a period of one (1) year. This Agreement expires upon conclusion of the Term.
5. Compelled Disclosures. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order or demand of a court or other government body of competent jurisdiction, or is otherwise required by law; provided, however, that the Receiving Party shall first have given prompt notice to the Disclosing Party in order to provide the Disclosing Party with the opportunity to protect its Confidential Information. In the event the Receiving Party is compelled to disclose the Confidential Information, the Receiving Party shall furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

MISCELLANEOUS

- 1. Ownership. The Receiving Party does not receive any right or license, express or implied, under any patents, copyrights, or other intellectual property rights of the Disclosing Party through this Agreement. The Receiving Party shall not file any patent application containing any claim to any subject matter derived from the Confidential Information supplied by the Disclosing Party.
- 2. Governing Law. This Agreement is made under and shall be construed according to the laws of the State of Connecticut without reference to conflicts of laws principles.

Signature: _____

Print Name: _____

Date: _____