

One-Way Non-Disclosure Agreement

Discloser: _____ (name or company name), _____ (address) (the Discloser).

Recipient: _____ (name or company name), _____ (address) (the Recipient).

Purpose: _____ (the Purpose).

In return for receiving Confidential Information for the Purpose, the Recipient agrees to the following terms.

1. Confidential Information

Confidential Information means all information that the Discloser, or anyone acting for it, gives the Recipient in connection with the Purpose, before or after this agreement is signed, in any form, whether written, electronic, spoken or shown.

It includes business plans, product designs, source code, prices, customer and supplier information, financial information and know-how, whether or not it is marked confidential.

2. Recipient's obligations

The Recipient will use Confidential Information only for the Purpose and will keep it confidential, protecting it with at least the care it uses for its own confidential information and never less than reasonable care.

The Recipient will share Confidential Information only with its employees, contractors and professional advisers who need it for the Purpose and are bound by confidentiality duties at least as strict as these. The Recipient is responsible for any breach by them.

The Recipient will tell the Discloser promptly after learning of any unauthorized use or disclosure.

3. Exclusions

These obligations do not apply to information that the Recipient can show (a) is or becomes public through no fault of the Recipient, (b) was known to the Recipient without a duty of confidentiality before the Discloser shared it, (c) was received lawfully from someone else without a duty of confidentiality, or (d) was developed by the Recipient independently, without using Confidential Information.

The Recipient may disclose Confidential Information when required by law, a court or a regulator. Where the law allows, it will first tell the Discloser and will disclose only what is required.

4. Term

This agreement starts on the date of signing. The Recipient's obligations last for _____ years after the last disclosure of Confidential Information, and for any trade secret, for as long as it remains a trade secret.

5. Return or destruction

When the Discloser asks in writing, or when the Purpose ends, the Recipient will promptly return or destroy all Confidential Information, including copies and notes, and confirm this in writing.

The Recipient may keep copies that the law requires it to keep or that remain in automatic backups. Those copies stay confidential under this agreement.

6. No license

Confidential Information remains the property of the Discloser. This agreement gives the Recipient no license or other right in it, including under any patent, copyright or trademark.

The Discloser makes no promise that the information is accurate or complete. Neither side has to enter into any further agreement because of this one.

7. Remedies

Unauthorized use or disclosure may cause the Discloser harm that money alone cannot repair. The Discloser may ask a court for an injunction or a similar order to stop a breach, in addition to any other remedy.

8. Authority and changes

If the Recipient is a company or other organization, the person signing confirms they are authorized to sign for it.

Any change to this agreement must be in writing and agreed by both the Discloser and the Recipient. If any part of it cannot be enforced, the rest remains in effect.

9. Governing law

This agreement is governed by the law of _____.

Signature

Full name

Date