

# One-Way Non-Disclosure Agreement

This One-Way Non-Disclosure Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, by and between:

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

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

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by Disclosing Party to Receiving Party, whether oral, written, graphic, or electronic.

## 2. Obligations of Receiving Party

1. Receiving Party agrees to maintain the confidentiality of the Confidential Information and not disclose it to any third party without prior written consent of Disclosing Party.
2. Receiving Party shall use the Confidential Information solely for the purpose of \_\_\_\_\_.

## 3. Exclusions

Confidential Information does not include information that:

- a. Is or becomes publicly available through no fault of Receiving Party;
- b. Is lawfully obtained from a third party;
- c. Is independently developed by Receiving Party without reference to Confidential Information;
- d. Is required to be disclosed by law or court order.

## 4. Term

This Agreement shall commence on the date above and remain in effect for a period of \_\_\_\_\_ years.

## 5. Return of Materials

Upon request, Receiving Party will return or destroy all Confidential Information, including all copies.

## 6. No License

Nothing in this Agreement shall be construed as granting any rights to Receiving Party under any patent, copyright, or other intellectual property of Disclosing Party.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

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Signature of Disclosing Party

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Date

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Signature of Receiving Party

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Date