

One-Way Contractor Nondisclosure Agreement

This One-Way Nondisclosure Agreement ("Agreement") is entered into as of _____, by and between:

- **Discloser:** _____
- **Contractor (Recipient):** _____

(Each a "Party"; collectively, the "Parties").

1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by Discloser to Contractor, whether in written, oral, or electronic form, and marked or identified as confidential or which should reasonably be understood to be confidential.

2. Obligations of Contractor

Contractor shall:

- Use Confidential Information solely for the purpose of providing services to Discloser;
- Not disclose Confidential Information to any third party without Discloser's prior written consent;
- Exercise reasonable care to protect confidentiality, at least as protective as Contractor uses for its own confidential information.

3. Exclusions

This Agreement does not apply to information that:

- Was lawfully known to Contractor prior to disclosure;
- Is or becomes public knowledge through no fault of Contractor;
- Is rightfully received from a third party without restriction;
- Is independently developed without use of Confidential Information.

4. Term

Contractor's obligations under this Agreement will remain in effect for _____ years from the date of disclosure.

5. Return of Materials

Upon Discloser's request, Contractor shall promptly return or destroy all Confidential Information.

6. No License

Nothing in this Agreement grants Contractor any rights to Discloser's intellectual property except as expressly set forth herein.

7. Governing Law

This Agreement is governed by the laws of the State of _____.

8. Entire Agreement

This Agreement sets forth the entire understanding between the Parties with respect to its subject matter and may only be modified in writing signed by both Parties.

Discloser Signature

Date: _____

Contractor Signature

Date: _____