

One-Way Non-Disclosure Agreement (NDA) for Vendor Relationships

This One-Way Non-Disclosure Agreement (the "Agreement") is made and entered into as of **[Date]**, by and between **[Disclosing Party Name]**, having its principal place of business at **[Disclosing Party Address]** ("Disclosing Party") and **[Receiving Party Name]**, having its principal place of business at **[Receiving Party Address]** ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, confidential, or proprietary information disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

2. Obligations of Receiving Party

1. The Receiving Party agrees to use Confidential Information solely to evaluate or conduct a business relationship with the Disclosing Party.
2. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- is or becomes publicly available without breach of this Agreement by the Receiving Party;
- was known to the Receiving Party before receipt from the Disclosing Party;
- is received from a third party not in breach of any obligation of confidentiality;
- is independently developed by the Receiving Party without use of or reference to Confidential Information.

4. Term

The obligations of confidentiality under this Agreement will remain in effect for a period of **[number]** years from the date of disclosure of the Confidential Information.

5. Return of Materials

Upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in or to any Confidential Information except as expressly set forth herein.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]**, without regard to its conflicts of law principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations and agreements.

Disclosing Party:

Name: _____
Title: _____
Date: _____

Receiving Party:

Name: _____
Title: _____
Date: _____