This One-Way Non-Disclosure Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**[Disclosing Party Name]**, a [state/country] [entity type, e.g., corporation, LLC, individual] with its principal place of business at [address] (“**Disclosing Party**”),

and

**[Receiving Party Name]**, a [state/country] [entity type] with its principal place of business at [address] (“**Receiving Party**”).

Disclosing Party and Receiving Party may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Purpose**

The Disclosing Party intends to disclose certain confidential and proprietary information (the “**Confidential Information**”) to the Receiving Party for the purpose of [insert purpose, e.g., evaluating a potential business relationship] (the “**Purpose**”).

**2. Definition of Confidential Information**

2.1 **Confidential Information** means any and all information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2.2 **Exclusions.** Confidential Information does not include information that:
(a) is or becomes publicly available without breach of this Agreement;
(b) is rightfully received by the Receiving Party from a third party without restriction;
(c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
(d) is approved for release by written authorization of the Disclosing Party.

**3. Obligations of Receiving Party**

The Receiving Party agrees that it shall:
(a) maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
(b) use the Confidential Information solely for the Purpose;
(c) not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party, except to its employees, contractors, or professional advisors who have a need to know and are bound by confidentiality obligations no less protective than those set forth in this Agreement; and
(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information.

**4. Term and Termination**

4.1 **Term.** This Agreement shall commence on the Effective Date and continue for [two (2)] years, unless terminated earlier by either Party upon [30] days’ prior written notice.

4.2 **Survival.** The Receiving Party’s duty to protect Confidential Information shall survive for [three (3)] years from the date of disclosure, or, with respect to trade secrets, for so long as such Confidential Information remains a trade secret under applicable law.

**5. No License**

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

**6. Compelled Disclosure**

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent legally permissible) and cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy.

**7. Return or Destruction**

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including copies, and certify such return or destruction in writing.

**8. Remedies**

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

**9. Miscellaneous**

9.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.

9.2 **Amendments.** This Agreement may only be amended in writing signed by both Parties.

9.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law rules.

9.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument.

**IN WITNESS WHEREOF**, the Parties have executed this One-Way Non-Disclosure Agreement as of the Effective Date.

**Disclosing Party:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_