

One-Way Non-Disclosure Agreement (NDA)

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

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purpose of exploring a potential business collaboration ("Purpose").

2. Definition of Confidential Information

"Confidential Information" means any information, whether written or oral, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to business plans, strategies, financial information, technical data, product designs, and customer information.

3. Obligations of Receiving Party

- Receiving Party shall protect the Confidential Information with reasonable care.
- Receiving Party shall not disclose Confidential Information to any third party.
- Receiving Party shall use the Confidential Information only for the Purpose stated above.

4. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of Receiving Party;
- Is lawfully received from a third party without breach of this Agreement;
- Is independently developed by Receiving Party without use of Confidential Information; or
- Is required to be disclosed by law or regulation.

5. Term

This Agreement shall remain in effect for [Number of Years, e.g., two (2)] years from the Effective Date or until Confidential Information no longer qualifies as confidential, whichever is sooner.

6. Return or Destruction

Upon request, Receiving Party shall return or destroy all copies of Confidential Information provided by Disclosing Party.

7. No License

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

8. Governing Law

This Agreement shall be governed by the laws of [Jurisdiction] , without regard to its conflict of law provisions.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings relating to the subject matter hereof.

Disclosing Party Signature

Date: _____

Receiving Party Signature

Date: _____