

# One-Way Non-Disclosure Agreement (NDA)

This One-Way Non-Disclosure Agreement ("Agreement") is made and entered into as of [Date] ("Effective Date") by and between:

**Disclosing Party:** [Disclosing Party Name],

having its principal office at [Address],

and

**Receiving Party:** [Receiving Party Name],

having its principal office at [Address].

## 1. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in any other form, that is designated as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding disclosure.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain all Confidential Information in strict confidence;
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
- Use the Confidential Information solely for the purpose of [Description of Purpose];
- Take all reasonable precautions to protect the confidentiality of the information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Was known to the Receiving Party prior to disclosure by the Disclosing Party;
- Is rightfully received from a third party without duty of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## 4. Term

The obligations of confidentiality under this Agreement shall remain in effect for a period of [Number] years from the Effective Date unless otherwise agreed in writing.

## 5. Return or Destruction of Information

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including any copies thereof.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

**Disclosing Party**

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Name:

Title:

Date:

**Receiving Party**

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Name:

Title:

Date:

**Important Notes:**

- This NDA is one-way; only the Receiving Party is bound to confidentiality.
- Clearly define "Confidential Information" to avoid disputes.
- Customize the duration of confidentiality obligations as appropriate.
- Review and comply with applicable laws governing NDAs in your jurisdiction.
- Consult legal counsel before signing to ensure suitability for your needs.