

NON-DISCLOSURE AGREEMENT

One-way (unilateral) confidentiality agreement.

Effective date

Confidentiality period (years)

Governing law (state / country)

DISCLOSING PARTY

Name or business

Address

Email or phone

RECEIVING PARTY

Name or business

Address

Email or phone

Purpose: why the information is being shared (e.g. evaluating a possible partnership)

The Disclosing Party and the Receiving Party named above agree as follows:

1. Confidential Information.

Confidential Information means any non-public information that the Disclosing Party shares with the Receiving Party for the Purpose, in any form, including business plans, finances, customer and supplier information, pricing, product plans, designs, software, technical data and know-how, whether or not it is marked confidential, if a reasonable person would understand it to be confidential.

2. Exclusions.

Confidential Information does not include information that the Receiving Party can show (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party without a duty of confidentiality before it was disclosed; (c) was received from a third party who was free to share it; or (d) was developed independently without using the Confidential Information.

3. Obligations.

The Receiving Party will use the Confidential Information only for the Purpose, will not disclose it to anyone except its employees, contractors and professional advisers who need to know it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement, and will protect it with at least the same care it uses for its own confidential information, and never less than reasonable care.

4. Disclosure required by law.

If the Receiving Party is required by law, regulation or court order to disclose Confidential Information, it may do so to the extent required, and will give the Disclosing Party prompt written notice beforehand where the law allows, so the Disclosing Party can seek protection.

5. Return or destruction.

When the Disclosing Party asks in writing, the Receiving Party will promptly return or destroy the Confidential Information. Copies that must be kept by law, or that remain in routine backups, may be kept but stay subject to this Agreement.

6. Term.

The Receiving Party's obligations last for the number of years stated above, starting on the Effective Date. Obligations for any information that qualifies as a trade secret continue for as long as it remains a trade secret under applicable law.

7. No license, no obligation.

This Agreement does not grant any license or ownership rights in the Confidential Information, and does not oblige either party to enter into any further agreement or transaction. Confidential Information is provided "as is".

8. Remedies.

A breach of this Agreement may cause harm that money alone cannot fix, so the Disclosing Party may seek an injunction or other court order to stop a breach, in addition to any other remedy available to it.

9. General.

This Agreement is governed by the law stated above. It is the entire agreement between the parties on this subject and may only be changed in a writing signed by both parties. If any part is found unenforceable, the rest remains in effect. It may be signed in counterparts and electronically.

Signed by the parties on the dates below.

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Disclosing party signature	Date	Receiving party signature	Date
Printed name	Title (if any)	Printed name	Title (if any)
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This is a general-purpose template, not legal advice. Agreements with significant money, employment, or intellectual property at stake should be reviewed by a lawyer licensed where the agreement applies.