

ONE-WAY (UNILATERAL) NON-DISCLOSURE AGREEMENT

1. 1. Parties and Background

This Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] between [DISCLOSING PARTY NAME], a [ENTITY TYPE] located at [DISCLOSING PARTY ADDRESS] (the "Disclosing Party"), and [RECEIVING PARTY NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [RECEIVING PARTY ADDRESS] (the "Receiving Party"). The Disclosing Party intends to disclose certain confidential information to the Receiving Party so that the Receiving Party may [PURPOSE, e.g., evaluate a possible business relationship, perform services, or assess a product] (the "Purpose"). The Receiving Party wishes to receive that information and agrees to the terms below as a condition of receiving it. Notices under this Agreement will be sent to [DISCLOSING PARTY CONTACT AND EMAIL] and [RECEIVING PARTY CONTACT AND EMAIL].

2. 2. Definition of Confidential Information

"Confidential Information" means non-public information that the Disclosing Party or anyone acting on its behalf provides to the Receiving Party in connection with the Purpose, in any form and by any means, that is marked or identified as confidential or that a reasonable person would recognize as confidential given its nature and the circumstances of disclosure. Confidential Information includes without limitation: [CONFIDENTIAL CATEGORIES, e.g., product designs and specifications, source code, algorithms, formulas, business and marketing plans, pricing and cost data, customer and prospect lists, supplier terms, financial statements and projections, and personnel information]. It also includes any notes, analyses, models, or other materials prepared by the Receiving Party that contain or are derived from that information. Information disclosed orally or by demonstration is Confidential Information if identified as confidential at the time of disclosure.

3. 3. Exclusions from Confidential Information

The obligations in this Agreement do not apply to information that the Receiving Party can establish by contemporaneous written records: (a) was publicly available at the time of disclosure or later becomes publicly available through no act or omission of the Receiving Party; (b) was rightfully in the possession of the Receiving Party, without restriction, before the Disclosing Party disclosed it; (c) is rightfully obtained by the Receiving Party from a third party who is free to disclose it without restriction; or (d) is independently developed by employees of the Receiving Party who had no access to the Confidential Information. Information does not qualify for these exclusions merely because it falls within a general category or subject area that is public, and a combination of features or elements is not excluded unless the combination itself meets one of the tests above.

4. 4. Purpose and Permitted Use

The Receiving Party will use the Confidential Information only for the Purpose stated in Section 1 and for no other purpose whatsoever, including no use to develop, market, or improve any product or service of the Receiving Party or of any third party. The Receiving Party will not use the Confidential Information to compete with the Disclosing Party, to solicit its customers using information learned from the disclosure, or to file any patent application covering subject matter derived from it. Access within the organization of the Receiving Party will be limited to personnel who need the information for the Purpose. This Agreement does not restrict the Receiving Party from continuing its existing business activities or from working with other parties, provided it does so without using or disclosing the Confidential Information in violation of this Agreement.

5. 5. Standard of Care and Security Measures

The Receiving Party will protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, and in no event less than a reasonable degree of care. The Receiving Party will store Confidential Information in access-controlled systems or secured physical locations, will not transmit it over unsecured channels, and will apply the security practices described in [SECURITY REQUIREMENTS, e.g., encryption at rest and in transit, unique user accounts, and multi-factor authentication] where applicable. The Receiving Party will not copy, photograph, record, scan, or reproduce Confidential Information except as reasonably necessary for the Purpose, and every copy will carry the same confidentiality markings as the original. The Receiving Party will not decompile, disassemble, or otherwise reverse engineer any product, sample, or software provided by the Disclosing Party. The Receiving Party will notify the Disclosing Party in writing within [BREACH NOTICE PERIOD, e.g., 48 hours] after discovering any actual or suspected unauthorized access, use, or disclosure.

6. 6. Disclosure to Representatives

The Receiving Party may disclose Confidential Information to its employees, officers, directors, and professional advisors who need it for the Purpose (the "Representatives"), provided that each Representative is informed of the confidential nature of the information and is bound by confidentiality obligations at least as protective as those in this Agreement. Disclosure to any subcontractor, consultant, affiliate, or other third party requires the prior written consent of the Disclosing Party, which may be conditioned on that party signing a direct confidentiality agreement. The Receiving Party will maintain a record of Representatives who received Confidential Information and will provide that record to the Disclosing Party on reasonable request. The Receiving Party is fully responsible for any breach of this Agreement by its Representatives as if the breach were its own.

7. 7. Compelled Disclosure

If the Receiving Party is required to disclose Confidential Information by law, regulation, subpoena, discovery request, court order, or the demand of a governmental or regulatory authority, the Receiving Party may comply, provided that, to the extent legally permitted, it first gives the Disclosing Party prompt written notice of the requirement so that the Disclosing Party may seek a protective order or other appropriate remedy at its own expense. The Receiving Party will reasonably cooperate with those efforts. If no protective order is obtained and disclosure is legally required, the Receiving Party will disclose only that portion of the Confidential Information that it is legally compelled to disclose and will use reasonable efforts to have the disclosed information treated confidentially. Disclosure under this section is not a breach of this Agreement, and the information disclosed remains Confidential Information for every other purpose.

8. 8. Term and Survival

This Agreement takes effect on the Effective Date and governs all Confidential Information disclosed during the period ending [DISCLOSURE END DATE, e.g., two years after the Effective Date], unless the Disclosing Party ends the disclosure period earlier by written notice. The obligations of confidentiality and non-use continue for [CONFIDENTIALITY PERIOD, e.g., three years] after the date each item of Confidential Information was disclosed. Information that qualifies as a trade secret under applicable law remains protected under this Agreement for as long as it continues to qualify as a trade secret, and personal data remains subject to applicable privacy law for as long as it is retained. Ending discussions about the Purpose does not terminate the obligations in this Agreement. The provisions on use restrictions, return of materials, remedies, and governing law survive expiration or termination.

9. 9. Return or Destruction of Confidential Information

On written request by the Disclosing Party at any time, and automatically when the Purpose is completed or abandoned, the Receiving Party will promptly return to the Disclosing Party or securely destroy all Confidential Information in its possession or control, including all copies, extracts, notes, analyses, models, and other materials that contain or are derived from it. Within [CERTIFICATION PERIOD, e.g., 15 days] of the request, an authorized representative of the Receiving Party will certify in writing that the return or destruction is complete. The Receiving Party may retain copies to the extent required by applicable law, professional standards, or a documented records retention policy, and is not required to purge Confidential Information from routine backup media that is not readily accessible in the ordinary course of business. All retained material stays subject to this Agreement for as long as it is retained.

10. 10. No License, No Warranty, No Transfer of Rights

All Confidential Information, and all intellectual property rights in it, remain the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, option, or other right under any patent, copyright, trademark, trade secret, or other intellectual property right of the Disclosing Party, whether by implication, estoppel, or otherwise, except the limited right to use the Confidential Information for the Purpose. Any samples, prototypes, equipment, or media provided remain the property of the Disclosing Party and will be returned on request. The Disclosing Party provides all Confidential Information on an as-is basis, makes no representation or warranty as to its accuracy or completeness, and will have no liability arising from the use of or reliance on it by the Receiving Party. Any warranty regarding the underlying subject matter will exist only if stated in a separate signed agreement.

11. 11. No Obligation to Proceed

Nothing in this Agreement obligates the Disclosing Party to disclose any particular information or to continue disclosing information, and the Disclosing Party may stop at any time. Neither Party is obligated to enter into any further agreement, transaction, or business relationship as a result of this Agreement or of any disclosure made under it. This Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship, and neither Party may make commitments on behalf of the other. The Disclosing Party remains free to enter into discussions and agreements with any third party, including competitors of the Receiving Party, without notice or obligation. Any binding commercial commitment between the Parties will arise only from a separate definitive written agreement signed by authorized representatives of both Parties.

12. 12. Remedies and Injunctive Relief

The Receiving Party acknowledges that the Confidential Information is valuable and that unauthorized use or disclosure could cause harm to the Disclosing Party that may not be adequately compensated by monetary damages alone. In addition to any other remedy available at law or in equity, the Disclosing Party is entitled to seek injunctive or other equitable relief to prevent or stop an actual or threatened breach of this Agreement, subject to any bond requirement imposed by the court. The Receiving Party will be responsible for damages caused by its breach, and the prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs. Neither Party will be liable for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, except in connection with willful misappropriation of trade secrets.

13. 13. Governing Law and Venue

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules. Any action arising out of or relating to this Agreement will be brought exclusively in the state or federal

courts located in [VENUE COUNTY AND STATE], and each Party consents to the personal jurisdiction of those courts and waives any objection based on venue or inconvenient forum. Nothing in this section limits the right of the Disclosing Party to seek emergency injunctive relief in any court of competent jurisdiction where the Confidential Information is located or at risk. To the extent permitted by applicable law, each Party waives any right to a jury trial in any proceeding arising out of this Agreement.

14. 14. General Provisions

This Agreement is the entire agreement between the Parties concerning the confidentiality of the information disclosed for the Purpose and supersedes any prior understanding on that subject. Amendments must be in writing and signed by both Parties. The Receiving Party may not assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of the Disclosing Party, and any attempted assignment without that consent is void; the Disclosing Party may assign this Agreement to a successor to its business or assets. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remainder of the Agreement will continue in effect. No waiver of any provision is effective unless in writing, and no single waiver operates as a continuing waiver. This Agreement may be signed in counterparts, and electronic signatures are binding.

15. 15. Signatures

By signing below, the Parties agree to the terms of this Agreement as of the Effective Date. DISCLOSING PARTY: [DISCLOSING PARTY NAME]. Signature: _____. Printed Name: [DISCLOSING SIGNER NAME]. Title: [TITLE]. Date: [DATE]. RECEIVING PARTY: [RECEIVING PARTY NAME]. Signature: _____. Printed Name: [RECEIVING SIGNER NAME]. Title: [TITLE]. Date: [DATE]. Each signer represents that they have authority to bind the party on whose behalf they are signing, and that they have read and understood the obligations above.

16. Disclaimer

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