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#1 ONE-WAY (UNILATERAL) NON-DISCLOSURE AGREEMENT

This One-Way Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Disclosing Party: [PARTY A NAME], a [PARTY A ENTITY TYPE] with a principal address of [PARTY A ADDRESS] ("Disclosing Party")

Receiving Party: [PARTY B NAME], a [PARTY B ENTITY TYPE] with a principal address of [PARTY B ADDRESS] ("Receiving Party")

Disclosing Party and Receiving Party are referred to individually as "Party" and collectively as the "Parties."

1. Confidential Information

"Confidential Information" means any and all non-public information disclosed by Disclosing Party to Receiving Party, whether orally, in writing, electronically, or by any other means, 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. Confidential Information includes but is not limited to: business plans, trade secrets, financial data, technical specifications, software, customer lists, marketing strategies, inventions, and proprietary processes.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Receiving Party; (b) was already known to Receiving Party at the time of disclosure, as shown by written records predating disclosure; (c) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

2. Obligations of Receiving Party

Receiving Party agrees to: (a) hold all Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without the prior written consent of Disclosing Party; (c) use Confidential Information solely for the purpose of evaluating or engaging in a business relationship with Disclosing Party (the "Permitted Purpose"); and (d) limit access to Confidential Information to those employees, contractors, or agents who have a need to know and who are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

If Receiving Party is required by applicable law or court order to disclose any Confidential Information, Receiving Party shall provide Disclosing Party with prompt written notice of such requirement and shall

reasonably cooperate with Disclosing Party's efforts to seek a protective order or other appropriate relief before making any such disclosure.

3. Term

This Agreement commences on the Effective Date and remains in effect for [TERM LENGTH]. The confidentiality obligations set forth in Section 2 survive termination or expiration of this Agreement for an additional period of [SURVIVAL PERIOD] years.

4. Intellectual Property and Assignment

All Confidential Information and any work product, ideas, inventions, suggestions, or improvements created by Receiving Party in connection with the Permitted Purpose ("Suggestions") are and shall remain the sole property of Disclosing Party. Receiving Party hereby assigns all right, title, and interest in any Suggestions to Disclosing Party and shall promptly disclose any Suggestions to Disclosing Party in writing.

To the extent permitted by applicable law, Receiving Party irrevocably waives all moral rights and rights to authorship designation in and to any such Suggestions or work product.

[NOTE: Intellectual property assignment enforceability varies by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

5. No License

Nothing in this Agreement grants Receiving Party any license, right, or interest in any patent, copyright, trademark, trade secret, or other intellectual property of Disclosing Party, except the limited right to use Confidential Information solely for the Permitted Purpose.

6. Return or Destruction of Information

Upon written request by Disclosing Party, or upon termination or expiration of this Agreement, Receiving Party shall promptly return or certifiably destroy all Confidential Information in its possession or control, including all copies and summaries thereof, and shall provide written certification of such return or destruction upon request.

7. Injunctive Relief

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, Disclosing Party shall be entitled to seek injunctive relief and specific performance, without the requirement of posting a bond or other security, in addition to all other remedies available at law or in equity.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be resolved in the courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE], and the Parties hereby consent to personal jurisdiction and venue in such courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

[NOTE: Forum selection clause enforceability varies by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

9. General Provisions

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior oral and written understandings relating to the same subject matter.

9.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

9.3 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions shall continue in full force and effect.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, including electronic or digital counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

9.5 Assignment. Disclosing Party may assign this Agreement without consent of Receiving Party. Receiving Party may not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of Disclosing Party.

9.6 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

9.7 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

DISCLOSING PARTY

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

RECEIVING PARTY

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

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