

ONE-WAY NON-DISCLOSURE AGREEMENT

Agreement No.: NDA-0001
Date: [DD/MM/YYYY]
Effective date: [DD/MM/YYYY]

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

DISCLOSING PARTY

[Party 1 legal name]
[Registered address]
[Representative name, title]
[Email]

RECEIVING PARTY

[Party 2 legal name]
[Registered address]
[Representative name, title]
[Email]

In this one-way (unilateral) agreement, only the disclosing party shares Confidential Information, and only the receiving party takes on confidentiality obligations.

1. Purpose

The parties will share Confidential Information to [Describe why information is being shared, for example evaluating a possible project or partnership] (the "Purpose").

2. Confidential Information

"Confidential Information" means any business, technical and financial information that one party shares with the other in connection with the Purpose, in any form, including [examples: client lists, pricing, product plans, source code, login credentials].

3. Exclusions

Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already lawfully known to it, is received from a third party without a duty of confidentiality, or is independently developed without using the Confidential Information.

4. Obligations

- The receiving party will use the Confidential Information only for the Purpose.
- The receiving party will not disclose it to anyone except its staff and advisers who need to know it and are bound by similar confidentiality duties.
- The receiving party will protect it with at least the care it uses for its own confidential information, and no less than reasonable care.

5. Disclosure Required by Law

If the law or a court requires disclosure, the receiving party may disclose only what is required and, where allowed, will tell the disclosing party first.

6. Term

This agreement starts on the effective date. The confidentiality obligations continue for [2] years after the last disclosure, and for trade secrets for as long as they remain trade secrets.

7. Return or Destruction

On request, or when the Purpose ends, the receiving party will return or destroy the Confidential Information and confirm this in writing, except copies it must keep by law.

8. No Licence

Sharing Confidential Information does not give the receiving party any licence or ownership of it.

9. Remedies

A breach may cause harm that money alone cannot fix, so the disclosing party may seek an injunction or other relief in addition to any other remedy available.

10. General

This agreement is governed by the laws of [State / Country], and the courts of [City] have jurisdiction. It is the whole agreement on this subject and can only be changed in writing signed by both parties.

Signatures

By signing below, both parties agree to the terms of this agreement.

FOR DISCLOSING PARTY

Name: _____

Title: _____

Signature: _____

Date: _____

FOR RECEIVING PARTY

Name: _____

Title: _____

Signature: _____

Date: _____