

# UNILATERAL NON-DISCLOSURE AGREEMENT

This One-Way Non-Disclosure Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[FIRST PARTY NAME]**, a Corporation organized under the laws of the State of [STATE], with an address of [FIRST PARTY ADDRESS] (the "Disclosing Party"), and **[SECOND PARTY NAME]**, a Individual organized under the laws of the State of [STATE], with an address of [SECOND PARTY ADDRESS] (the "Receiving Party").

## Recitals

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information which it has developed through significant investment of time, effort, and expense;

WHEREAS, the Receiving Party wishes to receive access to such information in connection with the Purpose described below; and

WHEREAS, the Disclosing Party is willing to disclose such information only upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Purpose

The Parties intend to engage in discussions for the following purpose: **[BUSINESS PURPOSE]** (the "Purpose"). In connection with the Purpose, Disclosing Party will disclose to Receiving Party certain confidential and proprietary information.

## 2. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by Disclosing Party to Receiving Party in connection with the Purpose, whether disclosed in writing, orally, electronically, visually, or by observation, and whether or not specifically marked "Confidential."

Confidential Information includes, without limitation:

- Business plans, strategies, roadmaps, forecasts, and operational information;
- Financial information, projections, budgets, pricing, margins, and cost data;
- Trade secrets, proprietary processes, know-how, formulas, and methodologies;
- Customer and prospect lists, contact information, account data, and usage data;

- Any other information that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure; and
- All analyses, compilations, notes, and materials prepared by Receiving Party that contain, reflect, or are derived from the foregoing.

### **3. Exclusions**

Confidential Information does not include information Receiving Party can demonstrate by contemporaneous written records: (1) was publicly available at disclosure or became so thereafter through no fault of Receiving Party; (2) was rightfully known to Receiving Party without confidentiality obligation prior to disclosure; (3) was lawfully received from a third party without confidentiality obligation; (4) was independently developed by Receiving Party without reference to Confidential Information; or (5) is required to be disclosed by court or governmental order, provided Receiving Party promptly notifies Disclosing Party and cooperates in seeking a protective order.

### **4. Obligations of Receiving Party**

Receiving Party agrees that it shall: (a) hold all Confidential Information in strict confidence using no less than a reasonable degree of care; (b) use Confidential Information solely for the Purpose; (c) not disclose to third parties without Disclosing Party's prior written consent; (d) limit internal disclosure to employees and advisors with a need to know and bound by equivalent confidentiality obligations; (e) promptly notify Disclosing Party of any unauthorized use, disclosure, or loss; and (f) not copy, reverse engineer, decompile, or disassemble Confidential Information except as reasonably necessary for the Purpose. Receiving Party is responsible for any breach by its personnel or advisors.

### **5. No License; No Obligation; No Warranty**

No license or other right in the Confidential Information or any intellectual property of Disclosing Party is granted, by implication or otherwise, except the limited right to use Confidential Information for the Purpose. Neither Party is obligated to enter into any further agreement. All Confidential Information is provided "AS IS," without warranty of any kind.

### **6. Term and Survival**

This Agreement commences on the Effective Date and continues for 3rd (3) years (the "Term"). Confidentiality obligations survive with respect to Confidential Information disclosed before expiration, provided that for information constituting a trade secret under applicable law, obligations continue for as long as the information retains trade-secret status, which may be indefinitely.

## 7. Return or Destruction

Upon the earlier of completion of the Purpose, expiration, or Disclosing Party's written request, Receiving Party shall promptly return or destroy all Confidential Information (including copies, notes, and derivative materials, in all media and backup systems) and certify compliance in writing within five (5) business days. Receiving Party may retain one archival copy as required by law, subject to continuing confidentiality obligations.

## 8. Remedies

**Injunctive relief.** Receiving Party acknowledges that breach may cause irreparable harm. Disclosing Party shall be entitled to seek immediate injunctive relief, specific performance, and other equitable remedies without posting bond or proving actual damages.

**Cumulative remedies.** All remedies are cumulative.

**Attorney's fees.** The prevailing Party in any action arising out of this Agreement shall recover reasonable attorney's fees and costs to the extent permitted by law.

## 9. Required Disclosures and Protected Activity

**General whistleblower protection.** Nothing herein prohibits filing charges with or participating in proceedings of the EEOC, NLRB, SEC, OSHA, or other government agency, or reporting suspected violations of law.

## 10. General Provisions

**Governing Law.** Laws of the State of [STATE], without regard to conflicts principles.

**Venue.** Exclusive venue in the state or federal courts located in [VENUE CITY FOR COURT OR ARBITRATION], [STATE].

**Assignment.** No assignment without prior written consent, except as expressly permitted.

**Relationship.** No employment, agency, partnership, or joint venture is created.

**Waiver; Severability; Entire Agreement.** No waiver except in signed writing. Invalid provisions are reformed to the minimum extent necessary; remainder survives. This Agreement is the entire agreement; amendments require a signed writing.

**Counterparts; Electronic Signatures.** Counterparts permitted; electronic signatures valid under E-SIGN and applicable state law.

**Notices.** To addresses in preamble, by hand, courier, certified mail, or email with acknowledgment.

## Signatures

### Disclosing Party

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Receiving Party

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE