

Non-Disclosure Agreement

One-way confidentiality agreement

This Non-Disclosure Agreement (the "Agreement") is made on _____ (the "Effective Date") between _____ (the "Disclosing Party") and _____ (the "Receiving Party").

The Disclosing Party will share confidential information with the Receiving Party for this purpose: _____ (the "Purpose").

1. Confidential Information

"Confidential Information" means any information the Disclosing Party shares with the Receiving Party, in writing, orally, electronically or by letting them see it, that is marked or described as confidential or that a reasonable person would understand to be confidential. It includes business plans, finances, customers, suppliers, products, designs, software, know-how and trade secrets.

2. What isn't confidential

Confidential Information does not include information that the Receiving Party can show: (a) is or becomes public through no fault of the Receiving Party; (b) the Receiving Party already knew, without a duty of confidentiality, before receiving it; (c) the Receiving Party lawfully receives from someone else without a duty of confidentiality; or (d) the Receiving Party develops independently, without using the Confidential Information.

3. The Receiving Party's obligations

The Receiving Party will: (a) use the Confidential Information only for the Purpose; (b) keep it confidential, taking at least the care it takes with its own confidential information, and no less than reasonable care; and (c) share it only with its employees and advisers who need to know it for the Purpose and who are bound by confidentiality duties at least as protective as this Agreement. The Receiving Party is responsible for any breach by the people it shares it with.

4. Disclosure required by law

If the law, a court or a government authority requires the Receiving Party to disclose Confidential Information, it may do so, but, where allowed, it will first tell the Disclosing Party promptly so the Disclosing Party can seek protection, and will disclose only what is required.

5. Returning or destroying information

When the Disclosing Party asks, the Receiving Party will promptly return or destroy the Confidential Information and any copies, except copies it must keep by law or that are kept in routine backups, which remain confidential under this Agreement.

6. No license and no warranty

The Confidential Information remains the Disclosing Party's property. This Agreement gives the Receiving Party no license or other rights to it, except to use it for the Purpose. The Confidential Information is provided "as is", without warranties of any kind. Neither party has to enter into any further agreement or transaction.

7. How long this lasts

The Receiving Party’s obligations last for _____ years from the Effective Date. For trade secrets, they last for as long as the information remains a trade secret under applicable law.

8. Remedies

A breach of this Agreement may cause the Disclosing Party harm that money alone can’t fix. The Disclosing Party may seek an injunction or other court order to stop or prevent a breach, in addition to any other remedies it has.

9. Reporting to authorities

Nothing in this Agreement stops anyone from reporting a possible violation of law to a government agency, or from making disclosures protected by whistleblower laws. Under 18 U.S.C. § 1833(b), an individual is not liable under federal or state trade secret law for disclosing a trade secret in confidence to a government official or an attorney solely to report or investigate a suspected violation of law, or in a complaint or other document filed under seal in a lawsuit or other proceeding.

10. General

This Agreement is governed by the laws of _____, without regard to its conflict of laws rules. It is the parties’ entire agreement about its subject and replaces any earlier agreements about it. It can be changed only in writing signed by both parties. If any part of it can’t be enforced, the rest remains in effect. Neither party may transfer it without the other’s written consent. It may be signed electronically and in counterparts, which together are one agreement.

Disclosing Party

Signature: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Signature: _____

Name: _____

Title: _____

Date: _____