

Unilateral Non-Disclosure Agreement

This Unilateral (One-Way) Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date below between the Disclosing Party and the Receiving Party identified below, under which only the Disclosing Party will share Confidential Information with the Receiving Party in connection with the Purpose described below — unlike a mutual NDA, the Receiving Party has no reciprocal confidentiality obligation for information it shares, since none is contemplated here.

Effective Date *

Purpose of Disclosure *

Disclosing Party

Full Legal Name *

Address

Receiving Party

Full Legal Name *

Address

1. Confidential Information. "Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, electronically, or by any other means, that is marked or identified as confidential, or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

2. Obligations. The Receiving Party shall: (a) hold the Confidential Information in strict confidence using at least reasonable care; (b) not disclose it to any third party without the Disclosing Party's prior written consent, except to employees and advisors with a need to know who are bound by confidentiality obligations at least as protective as this Agreement; and (c) use it solely to evaluate or pursue the Purpose.

3. Exclusions. Confidential Information does not include information that is or becomes publicly available through no fault of the Receiving Party, was already known to it without a confidentiality obligation, is independently developed without reference to the Disclosing Party's Confidential Information, is rightfully received from a third party, or is required to be disclosed by law (with prompt notice to the Disclosing Party where legally permitted).

4. No License; Return of Materials. Nothing in this Agreement grants the Receiving Party any license or right in the Confidential Information beyond the limited right to use it for the Purpose. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

Term of Confidentiality Obligation *

5. Remedies. The Receiving Party acknowledges that unauthorized use or disclosure may cause irreparable harm for which monetary damages would be inadequate, entitling the Disclosing Party to seek injunctive relief in addition to other available remedies. 6. No Assignment without prior written consent, except to a successor in a merger or sale of substantially all assets. 7. Entire Agreement; Amendment only in writing signed by both parties. 8. Severability of unenforceable provisions. 9. Counterparts, including electronic signatures.

Governing Law (State / Country) *

Disclosing Party — Signature

Receiving Party — Signature

Disclosing Party — Printed Name *

Receiving Party — Printed Name *

Date *

Date *

Template provided for general reference only and does not constitute legal advice. Laws vary by jurisdiction — have a qualified professional review this document before you sign or rely on it.