
Unilateral Non-Disclosure Agreement

A one-way NDA where only one party discloses confidential information. Based on the Common Paper Mutual NDA (adapted for one-way disclosure), licensed under CC BY 4.0.

UNILATERAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "NDA") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with notice address at 123 Main Street, Suite 100, City, State 12345 (the "Disclosing Party");

and

Beta Inc., with notice address at 456 Oak Avenue, City, State 67890 (the "Receiving Party").

This is a one-way NDA: the Disclosing Party will share Confidential Information with the Receiving Party, and the Receiving Party has obligations to protect it. This NDA consists of this Cover Page and the Standard Terms set forth below.

Key Terms

Purpose: Evaluating a potential business relationship, partnership, or investment opportunity

NDA Term: 1 year from Effective Date

Term of Confidentiality: 2 years from Effective Date (trade secrets protected until no longer trade secrets)

Governing Law: Delaware

Jurisdiction: New Castle County, Delaware

By signing this NDA, each Party agrees to enter into this NDA as of the Effective Date.

1. Introduction

This Non-Disclosure Agreement allows the Disclosing Party to disclose or make available information in connection with the Purpose which (1) the Disclosing Party identifies to the Receiving Party as "confidential", "proprietary", or the like or (2) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure ("Confidential Information"). The

Disclosing Party's Confidential Information also includes the existence and status of the parties' discussions and the terms set forth in this NDA.

Confidential Information includes technical or business information, product designs or roadmaps, requirements, pricing, security and compliance documentation, technology, inventions, and know-how. This NDA is a one-way agreement: only the Disclosing Party will share Confidential Information, and only the Receiving Party assumes obligations of confidentiality.

2. Use and Protection of Confidential Information

The Receiving Party shall: (a) use Confidential Information solely for the Purpose; (b) not disclose Confidential Information to third parties without the Disclosing Party's prior written approval, except that the Receiving Party may disclose Confidential Information to its employees, agents, advisors, contractors and other representatives having a reasonable need to know for the Purpose, provided these representatives are bound by confidentiality obligations no less protective of the Disclosing Party than the applicable terms in this NDA and the Receiving Party remains responsible for their compliance with this NDA; and (c) protect Confidential Information using at least the same protections the Receiving Party uses for its own similar information but no less than a reasonable standard of care.

3. Exceptions

The Receiving Party's obligations in this NDA do not apply to information that it can demonstrate: (a) is or becomes publicly available through no fault of the Receiving Party; (b) it rightfully knew or possessed prior to receipt from the Disclosing Party without confidentiality restrictions; (c) it rightfully obtained from a third party without confidentiality restrictions; or (d) it independently developed without using or referencing the Confidential Information.

4. Disclosures Required by Law

The Receiving Party may disclose Confidential Information to the extent required by law, regulation or regulatory authority, subpoena or court order, provided (to the extent legally permitted) it provides the Disclosing Party reasonable advance notice of the required disclosure and reasonably cooperates, at the Disclosing Party's expense, with the Disclosing Party's efforts to obtain confidential treatment for the Confidential Information.

5. Term and Termination

This NDA commences on the Effective Date and expires at the end of the NDA Term. Either Party may terminate this NDA for any or no reason upon written notice to the other Party. The Receiving Party's obligations relating to Confidential Information will survive for the Term of Confidentiality, despite any expiration or termination of this NDA.

6. Return or Destruction of Confidential Information

Upon expiration or termination of this NDA or upon the Disclosing Party's earlier request, the Receiving Party will: (a) cease using Confidential Information; (b) promptly after the Disclosing Party's written request, destroy all Confidential Information in the Receiving Party's possession or control or return it to the Disclosing Party; and (c) if requested by the Disclosing Party, confirm its compliance with these obligations in writing.

As an exception to subsection (b), the Receiving Party may retain Confidential Information in accordance with its standard backup or record retention policies or as required by law, but the terms of this NDA will continue to apply to the retained Confidential Information.

7. Proprietary Rights

The Disclosing Party retains all of its intellectual property and other rights in its Confidential Information and its disclosure to the Receiving Party grants no license under such rights. Nothing in this NDA obligates the Disclosing Party to disclose any particular Confidential Information or to proceed with any proposed transaction or business relationship.

8. Disclaimer

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Equitable Relief

A breach of this NDA may cause irreparable harm for which monetary damages are an insufficient remedy. Upon a breach of this NDA, the Disclosing Party is entitled to seek appropriate equitable relief, including an injunction, in addition to its other remedies.

10. Governing Law and Jurisdiction

This NDA and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such state. Any legal suit, action, or proceeding relating to this NDA must be instituted in the federal or state courts located in New Castle County, Delaware. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11. General

Neither Party may assign this NDA without the prior written consent of the other Party, except that either Party may assign this NDA in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any assignment in violation of this Section is null and void. This NDA will bind and inure to the benefit of each Party's permitted successors and assigns.

Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. If any provision of this NDA is held unenforceable, it will be limited to the minimum extent necessary so the rest of this NDA remains in effect. This NDA constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This NDA may only be amended, modified, waived, or supplemented by an agreement in writing signed by both Parties.

Notices, requests and approvals under this NDA must be sent in writing to the notice addresses set forth above and are deemed delivered on receipt. This NDA may be executed in counterparts, including electronic copies, each of which is deemed an original and which together form the same agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Disclosing Party

Signature: _____

Printed Name: _____

Date: _____

Receiving Party

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Title: _____