

NON-DISCLOSURE AGREEMENT

(One-Way / Unilateral)

1. PARTIES

This Non-Disclosure Agreement ("**Agreement**") is entered into as of the date last signed below between the following parties:

DISCLOSING PARTY

Full Legal Name / Company Name

Registered Address

Company Number (if applicable)

City / Country

Email Address

RECEIVING PARTY

Full Legal Name / Company Name

Registered Address

Company Number (if applicable)

City / Country

Email Address

The Disclosing Party and the Receiving Party are each referred to individually as a "**Party**" and collectively as the "**Parties**".

2. PURPOSE

The Disclosing Party wishes to disclose certain Confidential Information to the Receiving Party solely for the purpose of (the "**Permitted Purpose**"):

Describe the purpose (e.g. evaluating a potential business relationship, project scope, etc.)

3. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "**Confidential Information**" means any and all information or data that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged, and which is disclosed (whether in writing, orally, electronically or by any other means) by the Disclosing Party to the Receiving Party. This includes, but is not limited to:

- trade secrets, know-how, and technical data;
- business plans, financial projections, and commercial strategies;
- customer lists, supplier information, and pricing structures;
- software, source code, algorithms, and product designs;
- any information marked or identified as 'confidential' or 'proprietary'; and

- any copies or derivative works of the above.

Confidential Information does **not** include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives the Disclosing Party prompt prior written notice.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

4.1 hold the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;

4.2 use the Confidential Information solely for the Permitted Purpose;

4.3 protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;

4.4 limit access to the Confidential Information to its employees, contractors, or advisers who have a need to know for the Permitted Purpose, and who are bound by confidentiality obligations no less restrictive than those set out in this Agreement;

4.5 promptly notify the Disclosing Party in writing upon becoming aware of any unauthorised disclosure or use of the Confidential Information; and

4.6 not reverse-engineer, decompile, or disassemble any Confidential Information provided in tangible form.

5. TERM

This Agreement shall commence on the date of last signature below and shall remain in force for:

Duration (e.g. 2 years / 5 years)

Expiry Date (if fixed)

The confidentiality obligations set out in this Agreement shall survive the termination or expiry of this Agreement for a further period of [____] years in respect of any Confidential Information disclosed during the term.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Party, or upon the termination or expiry of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's election, securely destroy all documents and other materials containing or derived from the Confidential Information, and shall provide written certification of such destruction upon request.

7. INTELLECTUAL PROPERTY & NO LICENCE

Nothing in this Agreement shall be construed as granting the Receiving Party any licence, right, title, or interest in or to the Confidential Information or any intellectual property rights of the Disclosing Party. All Confidential Information remains the exclusive property of the Disclosing Party.

8. NO WARRANTY

The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, or fitness for any purpose of the Confidential Information. The Disclosing Party shall have no liability to the Receiving Party resulting from the use of the Confidential Information.

9. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive or other equitable relief without the need to post a bond or prove actual damages.

10. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of:

Governing Law (e.g. England & Wales / State of New York)

Jurisdiction

Each Party irrevocably submits to the exclusive jurisdiction of the courts of the above jurisdiction to settle any dispute arising out of or in connection with this Agreement.

11. GENERAL PROVISIONS

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, and representations, whether written or oral.

Amendments. No amendment to this Agreement shall be effective unless made in writing and signed by both Parties.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of any right to enforce that provision in the future.

Assignment. The Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

12. SIGNATURES

By signing below, each Party agrees to be bound by the terms and conditions of this Agreement.

DISCLOSING PARTY

RECEIVING PARTY

Signature

Signature

Name (Print)

Name (Print)

Title / Position

Title / Position

Date

Date

This is a template for informational purposes only and does not constitute legal advice. You should seek independent legal advice before relying on or executing this document.