

UNILATERAL NON-DISCLOSURE AGREEMENT

Disclosing Party:

Receiving Party:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including without limitation business plans, customer data, strategies, financial information, forecasts, and trade secrets.

2. Obligations of Receiving Party

The Receiving Party shall: (a) hold and maintain the Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use Confidential Information solely to evaluate or pursue a business relationship or transaction with the Disclosing Party; and (d) take all reasonable precautions to protect the confidentiality of the Confidential Information, which shall not be less than those employed by the Receiving Party to protect its own confidential materials.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is disclosed pursuant to legal or regulatory requirement, provided the Receiving Party gives prompt notice to the Disclosing Party and cooperates in any lawful effort to limit such disclosure.

4. Term

This Agreement shall commence on the date of execution and shall continue for a period of five (5) years, or until the Confidential Information no longer qualifies as confidential under Section 3, whichever occurs first.

5. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein. No license to any intellectual property is granted or implied by disclosure of Confidential Information.

6. Return or Destruction of Materials

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information, including all copies, notes, or extracts thereof, and certify such return or destruction in writing.

7. Remedies

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law or in equity.

8. No Warranty

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy or completeness of the Confidential Information.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, regarding such subject matter.

11. Amendment

No amendment or modification of this Agreement shall be valid unless in writing signed by both parties.

12. Severability

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

13. Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof.

14. Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

15. Signatures

The parties have executed this Unilateral Non-Disclosure Agreement as of the date first above written.

DISCLOSING PARTY

Signature: _____

Name: _____

Title: _____

RECEIVING PARTY

Signature: _____

Name: _____

Title: _____

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