

Unilateral Non-Disclosure Agreement (NDA)

This **Unilateral Non-Disclosure Agreement** ("Agreement") is made and entered into as of *[Date]*, by and between **[Disclosing Party Name]**, of *[Address]* ("Disclosing Party"), and **[Receiving Party Name]**, of *[Address]* ("Receiving Party").

This Agreement is designed to protect confidential information shared between parties, ensuring that only the Receiving Party is obligated to keep such information private.

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that the Receiving Party understands is proprietary.

2. Obligations of Receiving Party

The Receiving Party agrees to use the Confidential Information solely for the purpose of *[State Purpose, e.g., evaluating a business opportunity]* and not to disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party.

- Take reasonable measures to protect and safeguard the confidentiality of such information.
- Not copy, reproduce, or otherwise use the Confidential Information except as permitted herein.

3. Exclusions

The obligations above do not apply to information that:

- Was already in the possession of, or known by, the Receiving Party before receipt from the Disclosing Party;
- Is or becomes publicly available through no fault of the Receiving Party;
- Is received by the Receiving Party from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Term

This Agreement shall remain in effect for a period of *[number of years]* years from the Effective Date with respect to any Confidential Information disclosed hereunder.

5. Return of Materials

Upon written request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of *[State/Country]*.

IN WITNESS WHEREOF

The parties hereto have executed this Agreement as of the date first written above.

Disclosing Party:

Name: _____

Title: _____

Signature: _____

Date: _____

Receiving Party:

Name: _____

Title: _____

Signature:

Date: _____