NON-DISCLOSURE AGREEMENT

One-Way (Unilateral) Confidentiality Agreement — Detailed Form

Agreement No.: [REF-0000] Effective Date: [MM/DD/YYYY]

SECTION 1 — PARTIES

DISCLOSING PARTY	RECEIVING PARTY
Legal Name: [LEGAL NAME]	**Legal Name:** [LEGAL NAME]
Entity Type: [ENTITY TYPE]	**Entity Type:** [ENTITY TYPE]
Address: [ADDRESS]	**Address:** [ADDRESS]
Contact Email: [CONTACT EMAIL]	**Contact Email:** [CONTACT EMAIL]

SECTION 2 — PURPOSE & KEY TERMS

Purpose of disclosure	**[DESCRIBE THE PROJECT, DEAL OR RELATIONSHIP]**
Disclosure period	From **[START DATE]** to **[END DATE]**
Confidentiality period	**[NUMBER]** years after the end of the disclosure period
Governing law	**[STATE / COUNTRY]**
Notices to be sent to	**[NAME, EMAIL, ADDRESS]**

SECTION 3 — CATEGORIES OF CONFIDENTIAL INFORMATION (TICK ALL THAT APPLY)

- ☐ Business plans, strategies and forecasts
- ☐ Customer, supplier and pricing information
- ☐ Financial statements and projections
- ☐ Software, source code, algorithms and technical data
- ☐ Product designs, prototypes, drawings and specifications
- ☐ Marketing plans and unreleased campaigns
- ☐ Trade secrets, formulas, processes and know-how
- ☐ Other: **[SPECIFY]**

SECTION 4 — OBLIGATIONS OF THE RECEIVING PARTY

4.1 Use restriction. The Receiving Party shall use Confidential Information solely for the Purpose stated in Section 2 and for no other reason.

4.2 Protection. The Receiving Party shall protect Confidential Information using at least the same degree of care it uses for its own sensitive information, and never less than reasonable care.

4.3 Need to know. Access is limited to the authorized recipients listed in Section 5, each of whom must be informed of and bound by obligations no less protective than this Agreement.

4.4 No copying or reverse engineering. The Receiving Party shall not copy, modify, decompile or reverse-engineer any materials except as needed for the Purpose.

4.5 Exclusions. These obligations do not apply to information that is public through no fault of the Receiving Party, already known to it, independently developed, or lawfully obtained from a third party.

4.6 Compelled disclosure. If disclosure is required by law, the Receiving Party shall give prompt written notice where permitted and disclose only the minimum required.

SECTION 5 — AUTHORIZED RECIPIENTS

Name	Role / Company	Email	Date Approved

SECTION 6 — SCHEDULE OF DISCLOSED MATERIALS

Item / Document	Format	Date Disclosed	Marked Confidential?

SECTION 7 — RETURN OF MATERIALS, REMEDIES & GENERAL TERMS

7.1 Return or destruction. Within **[NUMBER]** days of written request or the end of the disclosure period, the Receiving Party shall return or securely destroy all Confidential Information and certify this in writing.

7.2 Ownership. All Confidential Information remains the property of the Disclosing Party. No license is granted.

7.3 Remedies. A breach may cause irreparable harm. The Disclosing Party may seek injunctive relief, specific performance and damages.

7.4 Entire agreement. This Agreement is the entire agreement on its subject and may only be changed in a signed writing. Electronic signatures are valid.

SECTION 8 — SIGNATURES

By signing below, the parties confirm they have read, understood and agree to every section of this Agreement.

Party	Signature	Printed Name & Date
Disclosing Party		[NAME] · [DATE]
Receiving Party		[NAME] · [DATE]
Witness (optional)		[NAME] · [DATE]