

One-Way NDA Template (Non-Disclosure Agreement)

Between [YOUR NAME] ([YOUR BUSINESS]) and [CLIENT NAME] ([CLIENT BUSINESS]).

Purpose

The Client wishes to share confidential information related to [PROJECT SCOPE] with the Sender for the purpose of evaluating or carrying out a potential engagement. This agreement protects that information.

Confidential Information

"Confidential Information" means any non-public business, technical, financial, or product information disclosed by either party, whether in writing, verbally, or by inspection, and reasonably understood to be confidential given its nature or the circumstances of disclosure.

Confidential Information does not include information that: was already known to the receiving party without obligation of confidentiality; is or becomes publicly available through no fault of the receiving party; is independently developed without use of the disclosed information; or is rightfully received from a third party without restriction.

Obligations

The receiving party agrees to: use Confidential Information only for the purpose described above; protect it with at least the same care used for its own confidential information, and no less than reasonable care; and not disclose it to any third party without prior written consent, except to employees or advisors who need to know it and are bound by similar confidentiality obligations.

Term

This agreement remains in effect for [DEADLINE], or until terminated by either party with 30 days' written notice. The confidentiality obligations above survive termination for 2 years.

Remedies

Both parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages alone may not be an adequate remedy, and that the disclosing party may seek injunctive relief in addition to any other remedies available.

Governing Law & Entire Agreement

This agreement is governed by the laws of [GOVERNING LAW], without regard to conflict-of-law principles.

This document represents the entire agreement between the parties regarding [PROJECT SCOPE] and supersedes any prior discussions or proposals. Any changes must be made in writing and agreed

to by both parties.

By signing below, both parties confirm they have read, understood, and agree to the terms above.

[YOUR NAME] — Signed: _____ Date: _____

[CLIENT NAME] — Signed: _____ Date: _____