One-Way Non-Disclosure Agreement (NDA)

This One-Way Non-Disclosure Agreement (the "Agreement") is made and entered into as of by and between:

Disclosing Party:
Receiving Party:

Collectively referred to as the "Parties".

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1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any information or material that is proprietary to the Disclosing Party, whether oral, written, or otherwise recorded or transmitted, disclosed to the Receiving Party.

2. Obligations of Receiving Party

The Receiving Party agrees to maintain all Confidential Information in strict confidence, to use the Confidential Information solely for the purpose of , and except as authorized in writing by the Disclosing Party, not to disclose such information to any third party.

3. Exclusions

The obligations under this Agreement do not apply to any information which:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- Is required to be disclosed by law or governmental order.

4. Duration

This Agreement and the obligations herein shall remain in effect for a period of years from the date of disclosure.

5. Return of Materials

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all copies of Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party by license or otherwise to any Confidential Information.

7. Governing Law

This Agreement shall be governed by the laws of , without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement contains the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, understandings, and representations.

Disclosing Party Signature:

_____

Name:
Title:
Date:
Receiving Party Signature:

_____

Name:
Title:
Date: