One-Way NDA

This One-Way Non-Disclosure Agreement (the "**NDA**") consists of: (1) this Cover Page ("**Cover Page**") and (2) the NDA Terms below ("**NDA Terms**"). If there is any inconsistency between the Cover Page and the NDA Terms, the Cover Page will control over the NDA Terms. Capitalized words have the meanings or descriptions given in the Cover Page or the NDA Terms.

Discloser

company name and address of Discloser

Purpose
How Confidential Information may be used

Effective Date

_____
Fill in: today's date

NDA Term
Period for sharing Confidential Information

☐ Expires _____ from Effective Date.
☐ Continues until terminated in accordance with the terms of the NDA.

Term of Confidentiality
How long Confidential Information is Protected

☐ _____ from _____ (choose 1: Effective Date || the date of last disclosure), but in the case of trade secrets, until Confidential Information is no longer considered a trade secret under applicable laws.
☐ In perpetuity.

Governing Law

The laws of the State of _____ (fill in state).

Jurisdiction

The state and federal courts located in _____ (fill in state and/or county).

Changes to Standard Terms
List specific changes to the Standard Terms

Fill in, if any.

By signing this Cover Page, Recipient agrees to enter into this NDA as of the Effective Date.

RECIPIENT

Signature _____

Print Name _____

Title _____

Company _____

Notice Address
Use either email or postal address _____

Date _____

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1. **Introduction**. This NDA allows the Discloser to disclose or make available information to the Recipient in connection with the **Purpose** that (1) the Discloser identifies as "confidential", "proprietary", or the like or (2) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure ("**Confidential Information**"). Confidential Information also includes the existence and status of the parties' discussions and information on the Cover Page. Confidential Information includes technical or business information, product designs or roadmaps, requirements, pricing, security and compliance documentation, technology, inventions and know-how. To use this NDA, the parties must complete and sign a Cover Page incorporating these NDA Terms. Discloser and Recipient are each identified on the Cover Page and capitalized terms have the meanings given herein or on the Cover Page.

2. **Use and Protection of Confidential Information**. Recipient shall: (a) use Confidential Information solely for the **Purpose**; (b) not disclose Confidential Information to third parties without the Discloser's prior written approval, except that the Recipient may disclose Confidential Information to its employees, agents, advisors, contractors and other representatives having a reasonable need to know for the **Purpose**, provided these representatives are bound by confidentiality obligations no less protective than the applicable terms in this NDA and the Recipient remains responsible for their compliance with this NDA; and (c) protect Confidential Information using at least the same protections the Recipient uses for its own similar information but no less than a reasonable standard of care.

3. **Exceptions**. The Recipient's obligations in this NDA do not apply to information that it can demonstrate: (a) is or becomes publicly available through no fault of the Recipient; (b) it rightfully knew or possessed prior to receipt from the Discloser without confidentiality restrictions; (c) it rightfully obtained from a third party without confidentiality restrictions; or (d) it independently developed without using or referencing the Confidential Information.

4. **Disclosures Required by Law**. The Recipient may disclose Confidential Information to the extent required by law, regulation or regulatory authority, subpoena or court order, provided (to the extent legally permitted) it provides the Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser's expense, with the Discloser's efforts to obtain confidential treatment for the Confidential Information.

5. **Term and Termination**. This NDA commences on the **Effective Date** and expires at the end of the **NDA Term**. Discloser may terminate this NDA for any or no reason upon written notice to the Recipient. The Recipient's obligations relating to Confidential Information will survive for the **Term of Confidentiality**, despite any expiration or termination of this NDA.

6. **Return or Destruction of Confidential Information**. Upon expiration or termination of this NDA or upon the Discloser's earlier request, the Recipient will: (a) cease using Confidential Information; (b) promptly after the Discloser's written request, destroy all Confidential Information in the Recipient's possession or control or return it to the Discloser; and (c) if requested by the Discloser, confirm its compliance with these obligations in writing. As an exception to subsection (b), the Recipient may retain Confidential Information in accordance with its standard backup or record retention policies or as required by law, but the terms of this NDA will continue to apply to the retained Confidential Information.

7. **Proprietary Rights**. The Discloser retains all of its intellectual property and other rights in its Confidential Information and its disclosure to the Recipient grants no license under such rights.

8. **Disclaimer**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Governing Law and Jurisdiction**. This NDA and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of **Governing Law**, without regard to the conflict of laws provisions of such **Governing Law**. Any legal suit, action, or proceeding relating to this NDA must be

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instituted in the federal or state courts located in **Jurisdiction**. Each party irrevocably submits to the exclusive jurisdiction of such **Jurisdiction** in any such suit, action, or proceeding.

10. **Equitable Relief**. A breach of this NDA may cause irreparable harm for which monetary damages are an insufficient remedy. Upon a breach of this NDA, the Discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to its other remedies.

11. **General**. Discloser has no obligation under this NDA to disclose Confidential Information to Recipient or proceed with any proposed transaction. Neither party may assign this NDA without the prior written consent of the other party, except that Discloser may assign this NDA in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any assignment in violation of this Section is null and void. This NDA will bind and inure to the benefit of each party's permitted successors and assigns. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this NDA is held unenforceable, it will be limited to the minimum extent necessary so the rest of this NDA remains in effect. This NDA (including the Cover Page) constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This NDA may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties. Notices, requests and approvals under this NDA must be sent in writing to the email or postal addresses on the Cover Page and are deemed delivered on receipt. This NDA may be executed in counterparts, including electronic copies, each of which is deemed an original and which together form the same agreement.

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