One-Way Non-Disclosure Agreement

European Union version

This Non-Disclosure Agreement is made on _____ between _____ (the “Discloser”) and _____ (the “Recipient”). The Discloser will share confidential information with the Recipient for the purpose of _____ (the “Purpose”).

1. Confidential information

“Confidential Information” means all information the Discloser shares with the Recipient, in any form, that is marked confidential or that a reasonable person would understand to be confidential, including business, financial, technical, customer and product information, and any notes or materials the Recipient creates that contain it.

2. What is not confidential

Confidential Information does not include information that the Recipient can show is or becomes public through no fault of its own, was lawfully known to it before disclosure, or is lawfully received from a third party without a duty of confidence.

3. Recipient’s obligations

The Recipient will use Confidential Information only for the Purpose, keep it secure, and not disclose it to anyone without the Discloser’s prior written consent, except to its own staff or advisers who need to know it and are bound by equivalent confidentiality duties. The Recipient is responsible for any breach by those people.

4. Disclosure required by law

If the law or a court requires disclosure, the Recipient will, where legally allowed, give the Discloser prompt notice and disclose only what is required.

5. Return or destruction

When the Purpose ends, or whenever the Discloser asks, the Recipient will return or securely destroy all Confidential Information and confirm in writing that it has done so.

6. Ownership

Confidential Information remains the Discloser’s property. No licence or other right is granted by this agreement.

7. Term

The Recipient’s obligations last for _____ years from the date of each disclosure, and for trade secrets for as long as they remain trade secrets.

8. Remedies

The Discloser may seek an injunction or other equitable relief to prevent or stop a breach, in addition to any other remedy.

9. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

10. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

11. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

12. Disputes

The parties will first try in good faith to resolve any dispute through discussion, and may agree to mediation, before starting court proceedings.

13. Governing law and jurisdiction

This agreement is governed by the laws of _____. Each party submits to the jurisdiction of the courts of _____.

14. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under Regulation (EU) No 910/2014 (eIDAS), and have the same effect as handwritten signatures.

15. Signatures

Signed by the parties on the dates shown below.

Recipient

Full name

Company

Designation

Date

Discloser

Full name

Company

Designation

Date