

## One-Way Nondisclosure Agreement

### Parties.

This Nondisclosure agreement (the "Agreement") is entered into by and between

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*[insert company name and address]* (“disclosing party”) and

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*[insert name and address of person to whom company will disclose information]*  
 (“receiving party”) for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

### Summary.

Disclosing party may disclose confidential and proprietary trade secret information to receiving party. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (the "Confidential Information").

### Definition of Confidential Information (Written or Oral).

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. In the event that Confidential Information is in written form, the disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. In the event that Confidential Material is transmitted orally, the disclosing party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

### Exclusions from Confidential Information.

Receiving party's obligations under this Agreement shall not extend to information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the receiving party; (b) discovered or created by the receiving party prior to the time of disclosure by disclosing party; or (c) otherwise learned by the receiving party through legitimate means other than from the disclosing party or anyone connected with the disclosing party.

### Obligations of Receiving Party.

The receiving party shall hold and maintain the Confidential Information of the other party in strictest confidence for the sole and exclusive benefit of the disclosing party. The receiving party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The receiving party shall not, without prior written approval of the disclosing party, use for the receiving party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the disclosing party, any of the Confidential Information. The receiving party shall return to disclosing party any and all records,

notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of disclosing party.

**Time Periods.**

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the disclosing party and the receiving party.

**Miscellaneous.**

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorneys fees incurred in enforcing this agreement. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Disclosing Party's Name/title  
Date: \_\_\_\_\_

RECEIVING PARTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Receiving Party's Name  
Date: \_\_\_\_\_