


# Non-Disclosure Agreement

- 🔊 Here is a simplified NDA that can be printed onto one sheet of paper.
- 🔊 The first part of the memo should be completed and distributed to the other party along with a copy of the Non-Disclosure Agreement.

Attached is a Non-Disclosure Agreement in order to protect the Information that [Company] will be providing to [Company receiving the Information] from being disclosed.

Date: **[Date]**

To:  **[Recipient]**

From: **[Owner/Founder]**  
**[Company]**

Subject: **Non-Disclosure Agreement**

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Thank you very much for your interest in working with [Company] and for your cooperation with us regarding our confidential information.

Attached is our standard “Non-Disclosure” Agreement.

The purpose of this Agreement is to establish a formal setting for our business discussion where we must reveal certain proprietary information to enable us to work together more effectively and to fully explore the benefits of our business relationship.

Please read the agreement carefully.

I believe that it embodies everything we discussed.

I am looking forward to a productive and profitable relationship.

Please sign and return a copy to me at your earliest convenience.

Thank you very much.

[Owner/Founder]  
Owner/Founder/CEO


# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of  business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


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- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Non-Disclosure Agreement

- ☞ We've kept this agreement fairly tightly formatted – you should be able to get it all onto 2 pages (print both sides and have a handy NDA on one sheet of paper.)

This Non-Disclosure Agreement is entered into as of [Month, Day, Year], by [Name of the Entity receiving the confidential Information], a [State] [Corporation / Partnership / Sole Proprietorship / individual] with its principal place of business / residing at [Address] (“Receiving Company”), in favor of [Company providing the Information], a [State] [Corporation / Partnership / Sole Proprietorship / Individual] with [its principal place of business / residing at] [Address], [City], [State] [ Zip Code] (“Disclosing Company”).

- ☞ For the first insert, state the general purpose the confidential Information is going to be used for. For example, study and evaluation. For the second insert, state the specific purpose; for example, if the Information is being supplied to a potential investor, the purpose would be to possibly invest in the Disclosing Company.

1. For purposes of [Enter purpose], the Receiving Company acknowledges that it may be furnished with or may otherwise receive [Enter] have access to Information or material which relates to past, present or future products, software, research development, inventions, processes, techniques, designs or technical information and data, marketing plans, financial statements, pro formas, and so on, relating to the business affairs and operations of the Disclosing Company (the “confidential Information”) to [Enter specific purpose of use].

- ☞ Not only is the Receiving Company prohibited from disclosing the confidential Information, but any discussions between the Receiving Company and the Disclosing Company as well.

2. The Receiving Company agrees not to disclose the confidential Information or any discussions or contracts with the Disclosing Company that have occurred or are intended, other than as provided for in the following section.

- ☞ Section 3 is the heart of this Agreement; it explains that the confidential Information can only be disclosed to certain parties, and that they must be informed of this Agreement and abide by its terms.

3. It is acknowledged by the Receiving Company that the Information to be furnished is in all respects confidential in nature, and that any disclosure or use of the same by the Receiving Company, except as provided in this Agreement, may cause serious harm or damage to the Disclosing Company, and its owners and officers. Therefore, the Receiving Company agrees that the Receiving Company will not use the Information furnished for any purpose other than as stated above, and agrees that the Receiving Company will not either directly or indirectly by agent, employee, or representative, disclose this Information, either in whole or in part, to any third party; provided, however that (1) the Information furnished may be disclosed only to those directors, officers and employees of the Receiving Company and to the Receiving Company's advisors or their representatives who need such Information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the Receiving Company of the confidential nature of such Information and shall be directed by the Receiving Company to treat such Information confidentially), and (2) any disclosure of the Information may be made to which Disclosing Company consents in writing.

4. Neither party shall take or cause to be taken any physical forms of Proprietary Information (nor make copies of same) without the other party's written permission.

🔊 If the Information is otherwise available, then it's not confidential Information, and, therefore not covered by this Agreement.

5. The previously stated obligations do not apply to any Information that (1) is publicly known; (2) is given to a party by someone else who is not obligated to maintain confidentiality; or (3) a party had already developed prior to the day this Agreement is signed, as evidenced by documents.

🔊 Indicate when the confidential Information should be returned; generally, this is set at three days.

6. Within [Enter number] days after the close of the negotiations, the Receiving Company will return to the Disclosing Company all records, reports, documents, and memoranda furnished and will not make or retain any copy of them.

I have carefully reviewed this contract and agree to and accept its terms and conditions. I am executing this Agreement as of the day and year first written above.

Receiving Company:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Name