

# Annotated Non-Disclosure Agreement (NDA)

Educational Template for Startups & SaaS Businesses

## Important Disclaimer

This document is provided solely for educational and informational purposes. It is not legal advice and should not be used as a substitute for professional legal consultation. This template is illustrative and must be customised based on specific facts, requirements, and applicable laws. Use of this document does not create an advocate–client relationship.

## Purpose of This Document

This annotated NDA explains the typical structure of a confidentiality agreement used by startups and SaaS businesses. Each clause is followed by commentary explaining its purpose, risks, and common drafting considerations.

### 1. Parties

#### Sample Clause:

This Non-Disclosure Agreement is entered into between [Disclosing Party] and [Receiving Party].

**Annotation:** Clearly identify all parties, including legal names and addresses. Ambiguity in party identification can undermine enforceability.

### 2. Definition of Confidential Information

#### Sample Clause:

“Confidential Information” means all non-public information disclosed for the Purpose, whether oral, written, or electronic.

**Annotation:** Avoid overly broad definitions. Confidential information should be clearly linked to the purpose of disclosure.

### 3. Purpose of Disclosure

#### Sample Clause:

Confidential Information shall be disclosed solely for evaluating a potential business relationship.

**Annotation:** The purpose limits how information may be used. Vague purposes weaken enforcement.

### 4. Obligations of Confidentiality

#### Sample Clause:

The Receiving Party shall not disclose or use the Confidential Information except as permitted under this Agreement.

**Annotation:** This is the core obligation. Consider whether disclosure to employees or advisors is permitted.

### 5. Exclusions

#### Sample Clause:

Confidential Information does not include information that is publicly available or independently developed.

**Annotation:** Exclusions prevent unfair restriction on information already in the public domain.

## 6. Duration

**Sample Clause:**

The confidentiality obligations shall continue for a period of [X] years from disclosure.

**Annotation:** Duration should be reasonable. Indefinite obligations may be challenged depending on context.

## 7. Remedies

**Sample Clause:**

The Disclosing Party may seek injunctive relief for breach of this Agreement.

**Annotation:** Remedies clauses express intent but actual relief depends on evidence and court discretion.

## 8. Governing Law and Jurisdiction

**Sample Clause:**

This Agreement shall be governed by the laws of India and subject to the jurisdiction of competent courts.

**Annotation:** Jurisdiction clauses should align with business location and enforcement practicality.

## Closing Note

This annotated template demonstrates structure, not suitability. NDAs should always be adapted to the specific relationship, information shared, and legal context.