**Playbook of Additional Terms**

**for Bonterms Mutual NDA**

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| * These examplesshow how to add Additional Terms to a Cover Page for the [Bonterms Mutual Non-Disclosure Agreement (Version 1.0)](https://bonterms.com/forms/bonterms-mutual-nda-v1/). * You can **delete**, **replace** or **add** to provisions of the Bonterms Mutual NDA. * These are *examples only*. Have legal counsel review before using. |

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| **MUTUAL NON-DISCLOSURE AGREEMENT (NDA)** | |
| **Additional Terms** | |
| The following additions to or modifications of the Bonterms Mutual NDA are agreed by the parties and control in the event of any conflicts: | |
| **GENERAL** | |
| Add Affiliates | ***Add*** to the end of Section 1 (Introduction):  Upon notice to the other party, a party may allow its Affiliate to act as a Discloser or Recipient under this NDA, provided that such party remains responsible for compliance by its Affiliate with the terms of this NDA. “**Affiliate**” means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity’s management. |
| Add Feedback Clause | ***Add*** to the end of Section 4 (Exceptions):  In addition, if a party provides feedback to the other party regarding development, improvement or operation of the other party’s products or services, the receiving party may use the feedback without restriction or obligation. All feedback is provided “AS IS” and may not be attributed to the disclosing party without prior written consent. |
| No Independent Development Exception | ***Delete*** Section 4(d) (Exceptions) which reads:  “or (d) it independently developed without using or referencing Confidential Information.” |

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| **SPECIAL PURPOSE NDAs** | |
| Make NDA Unilateral | ***Replace*** the first sentence of Section 1 (Introduction) with the following:  This Mutual Non-Disclosure Agreement (“**NDA**”) allows [*NAME OF FIRST PARTY*] (“**Discloser**”) to disclose its Confidential Information to [*NAME OF SECOND PARTY*] (“**Recipient**”). |
| *[USAGE NOTES:*   1. *In addition to inserting the above language in Additional Terms, in the signature blocks of the Cover Page, change the first Party Name reference to “***Party Name – Discloser:***” and the second Party Name reference to “***Party Name – Recipient:***”* 2. *Consider defining* **Purpose** *in a manner that references Discloser as the only party providing Confidential Information.]* |
| Remove Similar Product Development Language | ***Delete*** the second sentence of Section 8 (Proprietary Rights) which reads:  “Nothing in this NDA prohibits Recipient from developing products, concepts, systems or techniques that are similar to or compete with products, concepts, systems or techniques described in Confidential Information, provided Recipient does not violate any of its obligations under this NDA in connection with such development.” |
| Add Job Candidate Provision | ***Add*** the following to the end of Section 1 (Introduction):  Nothing under this NDA constitutes an obligation on the part of Discloser to offer any type of consulting or employment to Recipient nor to require Recipient to accept any such offer if and to the extent extended by Discloser. |