

## Realistic Legal Document: Non-Disclosure Agreement (NDA)

Here's a practical NDA that reflects what a lawyer might encounter in real-world practice:

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### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of October 1, 2024, by and between Tech Innovations Inc., a corporation organized under the laws of the State of California, with its principal place of business at 123 Tech Lane, San Francisco, CA 94105 ("Disclosing Party"), and Global Solutions LLC, a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 456 Business Blvd, New York, NY 10001 ("Receiving Party").

#### 1. Definition of Confidential Information

"Confidential Information" shall mean any and all technical and non-technical information provided by Disclosing Party to Receiving Party, including but not limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, schematics, and customer lists.

#### 2. Obligations of Receiving Party

Receiving Party agrees to hold Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information. Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party.

#### 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- (a) is or becomes publicly known through no fault of Receiving Party;
- (b) is rightfully received from a third party without a duty of confidentiality; or
- (c) is independently developed by Receiving Party without use of the Confidential Information.

#### 4. Term

This Agreement shall remain in effect for a period of two (2) years from the date of disclosure of the Confidential Information.

#### 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

#### 6. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Tech Innovations Inc.

By: \_\_\_\_\_

Name: Jane Doe

Title: CEO

Global Solutions LLC

By: \_\_\_\_\_

Name: John Smith

Title: Managing Director

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## GLEAN's "Golden" Output

Here's the detailed report *Glean* would generate after processing the NDA. It's structured to demonstrate a wide range of features, providing a prime example for your demo.

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### GLEAN Analysis Report

**Document Type:** Non-Disclosure Agreement (NDA)

#### Summary

This is a mutual Non-Disclosure Agreement between **Tech Innovations Inc.** (Disclosing Party) and **Global Solutions LLC** (Receiving Party), effective as of **October 1, 2024**. The agreement protects confidential information disclosed by either party for a period of **two years**. It includes standard clauses defining confidential information, obligations of the receiving party, exclusions, and specifies that the agrm

#### Risk Assessment

- **Risk Score: 30 (Low)**
- **Risk Factors:**
  - **Short Term Duration:** The two-year term may be insufficient for protecting long-term confidential information, such as trade secrets or ongoing R&D.
  - **Broad Definition of Confidential Information:** The wide scope could lead to disputes over what qualifies as confidential, potentially complicating enforcement.
  - **Lack of Specific Data Security Measures:** The agreement mentions "reasonable precautions" but does not specify encryption or other security protocols, which could be a gap in high-stakes industries like tech.

### Entities Extracted

- **Parties:**
  - **Tech Innovations Inc.** (Disclosing Party)
  - **Global Solutions LLC** (Receiving Party)
- **Effective Date: October 1, 2024**
- **Jurisdiction: California**
- **Term Duration: Two years**
- **Signatories:**
  - **Jane Doe** (CEO, Tech Innovations Inc.)
  - **John Smith** (Managing Director, Global Solutions LLC)
- **Addresses:**
  - **123 Tech Lane, San Francisco, CA 94105** (Tech Innovations Inc.)
  - **456 Business Blvd, New York, NY 10001** (Global Solutions LLC)

### Actionable Insights

- **Consider Extending the Term:** For sensitive information like trade secrets, a longer term (e.g., five years) or perpetual confidentiality for certain items may be advisable.
- **Specify Data Security Measures:** Adding requirements for encryption, access controls, or secure storage could strengthen protection, especially for digital assets like algorithms or software.
- **Clarify Exclusions:** Ensure both parties agree on what constitutes "public knowledge" or "independent development" to avoid future disputes.
- **Review Governing Law:** Confirm that California law is favorable for both parties, especially since Global Solutions LLC is based in Delaware, which may have different legal standards.