



N.D.A. Non-Disclosure Agreement

It is important to note that in many jurisdictions, these agreements are worthless. Most of the times these agreements are no more than a deterrent, if put to the test however they may fail. It would be best if your area would support such an agreement to have a legal professional craft the document. Be sure not to load it with legal-ease, this could be a turn-off to the client. It is imperative that you seek legal advice on there validity in you town, state or country.

Example of one that I used during my tenure as a distributor:

“The program for (name of the program) that is being presented is proprietary. It was developed for your company exclusively; the concepts and development are original and therefore are protected under copy write laws. It is requested that this exclusive program not shopped or placed out for bid consideration but for one exception. If, however, you choose to bid this program/concept and elect to purchase the program from another source rather from (your company name), then an invoice for our creative fee will be issued in accordance with our pricing schedule for creative R&D at (X# dollars per hour x # of hours). This program was designed exclusively for (their company name); however we do reserve the right to use the program with any other company, if you decline its use within or if you fail to notify (your company name) within (time period) of your intent to use.

Another note:

- Client agreements should include: length or term of agreement
- Expectations from both client and distributor (agency)
- Fee structure and compensation
 - *per project, retainer basis, under contract*
- Hourly rate