Witkowski Law
INTELLECTUAL PROPERTY

BEFORE YOU SHARE CONFIDENTIAL INFORMATION

A short guide to Witkowski Law's Non-Disclosure Agreement (NDA) form, also called a confidentiality agreement, with the terms on which the form is provided. "Firm" means Alexander U. Witkowski, doing business as Witkowski Law.

TERMS OF USE

A form, not advice. The form and this sheet are general information, current as of November 19, 2026, and are not legal advice for your situation. Firm has not reviewed your facts and does not update them for you. You complete the form and decide whether to use it.

No attorney-client relationship. Using or receiving the form does not make you Firm's client. Firm represents only clients who have signed its engagement agreement. If you are the other party to an agreement on this form, Firm does not represent you. Have your own lawyer review it.

As is. The form and this sheet are provided as is, without warranty. Use them at your own risk. Firm is not responsible for how they are used or for the outcome.

California form. The form is written for California law. Firm's lawyer is licensed only in California and before the U.S. Patent and Trademark Office, and gives no advice on the law of other states or countries. Consider having a lawyer review the form if a party is outside California.

Sharing. © 2026 Witkowski Law. You may use, copy, and share the form and this sheet freely, with the footer in place, but may not sell them. These terms apply to anyone who uses the form, whether or not they received it from Firm.

Current version. Firm's current version of the form is at witkowskilaw.com/nda. A copy that differs from it is not Firm's form. Firm may change or withdraw the form at any time and does not promise that it reflects current law.

WHICH VERSION TO USE

Vendors, suppliers, partners, and customers. Mutual usually fits when both sides will share information to evaluate a deal.

Contractors and consultants, before they start. One-way usually fits. The form does not give you ownership of what they create. Once work begins, consider an agreement that assigns inventions and other work product to you.

Prospective employees. One-way usually fits. Section 2.4 states workplace rights that law protects, so leave it in. California voids noncompete and nonsolicitation terms (Bus. & Prof. Code §§ 16600, 16600.5).

People already working for you. The form is not written for current employees or contractors. Consider an invention-assignment agreement instead.

Investors. Most venture investors decline to sign NDAs. Consider filing a patent application first and showing the problem, market, results, and team rather than how the invention works.

Parties outside the United States. The form is not written for them. A common example is a factory in China that will make your product. Protecting information abroad raises issues a

standard form cannot handle, so discuss it with a lawyer as part of an engagement before you disclose.

Joint development. The form does not cover developing technology together. Agree in writing who will own the results before that work begins.

PROTECT YOUR PATENT RIGHTS FIRST

Consider filing before you disclose. A provisional application secures a filing date first.

Public disclosure starts a clock. In the United States, your own public disclosure generally leaves one year to file (35 U.S.C. § 102(b)(1)). Many other countries have no comparable grace period. A disclosure under a signed NDA is generally not a public disclosure.

An NDA does not stop the on-sale clock. A sale of the invention can bar a patent even when the buyer must keep it confidential (Helsinn Healthcare S.A. v. Teva Pharmaceuticals USA, Inc., 586 U.S. 123 (2019)). Ask a lawyer before you quote, offer to sell, or take orders.

GOOD PRACTICE WHEN YOU SHARE

Sign first. Try to have the agreement signed before the meeting.

Mark and record. Label documents and slides “Confidential.” Keep a note of the date, attendees, and what you showed.

Share in stages. Disclose only what the other party needs at each step, and lend samples rather than giving them.

Describe the Purpose specifically. The other party may use your information only for the Purpose you enter. If you need more room, consider writing “as described in the attached Schedule” and attaching a page that both parties initial.

Sign as the company. If you have formed a company, enter its full legal name as the party and sign with your title.

GETTING HELP

Firm can tailor the form to your situation, review an NDA someone sends you, or file a provisional application before an important meeting. Contact Firm at witkowskilaw.com or (650) 488-4500.

Attorney advertising. General information, not legal advice.