

# ProvisoIQ NDA Review Playbook

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## Free and complete

Tested on [MODEL], [DATE]: test pending

In our timed tests: [pending]

Information and tools only, not legal advice. Review every output before relying on it. Proviso Inc. is not a law firm.

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## What to check

AI tools make the same few mistakes on this task. Each item below names the mistake and the check that catches it.

- Invented clauses or section numbers. AI tools sometimes cite a section that does not exist or describe a clause the document does not contain. Check: every point in the output must quote the clause text it relies on, and you check that quote against the document.
- Silent omissions. A clean summary can leave out the one clause that matters, often a residuals, non-solicitation or indemnity clause placed under Miscellaneous. Check: run the checklist yourself against the document, not against the summary.
- Defined terms read loosely. The tool may treat "Confidential Information" or "Fees" in their ordinary sense when the definition is wider or narrower. Check: read every definition the output relies on.
- Direction reversed. Obligations, indemnities and caps are sometimes described as running the wrong way. Check: for each point, confirm who owes what to whom.
- Confident labels with no basis. Words like "standard", "market" or "favorable" in the output are the tool's opinion, not evidence. Check: compare against your own playbook positions, which are the standard that counts.
- Text outside the document. Terms incorporated by a URL or another agreement are not in what you pasted, so the tool cannot review them. Check: list every incorporated document and read it.
- Mutual in name, one-way in effect. Check: confirm that the definition, the use restriction and the return obligation apply to both parties.
- Two terms confused. The term of the agreement (how long disclosures are covered) and the term of the confidentiality obligation (how long the duty lasts) are often merged. Check: state both separately, and check what survives.
- Exclusions that look complete but are not. "Independently developed" without "without use of or reference to the Confidential Information" is weaker than it looks. Check: compare each exclusion word for word with the playbook.

## Another NDA, and the business is waiting

This is a complete NDA review playbook you can use today: positions for every common clause, the escalation list, a review prompt and a quote check. It runs in the AI tool you already use, with no setup.

## NDA positions

Standard is what you ask for first, fallback is what you can accept, and walk-away means stop and escalate. Edit the table to match your company before you use it.

| Topic                                  | Standard position                                                                                                                                                                                   | Fallback                                                                                                                          | Walk-away (escalate)                                                                            |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Structure                              | Mutual where both sides will share; one-way in our favor where only we disclose                                                                                                                     | One-way in their favor if only they disclose and we receive little                                                                | One-way in their favor when we will also disclose                                               |
| Definition of Confidential Information | Information disclosed for the Purpose, whether or not marked, if a reasonable person would understand it to be confidential                                                                         | Marked information, plus oral or visual disclosures identified as confidential at the time or confirmed in writing within 30 days | Only information that is marked, with no route for oral disclosures                             |
| Exclusions                             | Public through no fault of the recipient; known before disclosure; received from a third party without a duty of confidence; independently developed without use of or reference to the information | Same four with documentary evidence required for prior knowledge and independent development                                      | No independent development exclusion, or exclusions missing "through no fault of the recipient" |
| Use                                    | Only for the stated Purpose                                                                                                                                                                         | Purpose described broadly but tied to the business relationship                                                                   | Any use not limited to a purpose                                                                |
| Permitted recipients                   | Representatives with a need to know who are bound by duties at least as protective; recipient responsible for their breach                                                                          | Named categories (affiliates, advisers, financing sources) with the same conditions                                               | Disclosure to anyone without conditions, or recipient not responsible for its Representatives   |
| Compelled disclosure                   | Allowed if required by law, with prompt notice where legally permitted and disclosure limited to what is required                                                                                   | Notice "where practicable"                                                                                                        | No carve-out for legally required disclosure                                                    |
| Term                                   | Agreement covers disclosures for 2 years; duty lasts 3 years from disclosure; trade secrets protected while they remain trade secrets                                                               | Up to 5 years for the duty                                                                                                        | Perpetual duty for all information, or more than 5 years for ordinary information               |
| Return or destruction                  | On request, return or destroy, with copies in routine backups and legal holds excepted while the duty continues                                                                                     | Certification by email                                                                                                            | Certification by an officer under oath, or no backup exception                                  |
| Residuals                              | No residuals clause                                                                                                                                                                                 | Narrow: unaided memory                                                                                                            | Any broad residuals clause                                                                      |

|                            |                                                                                  |                                                                                                              |                                                                                    |
|----------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|                            |                                                                                  | only, no right to disclose, no license under patents or copyrights, excludes trade secrets and personal data | (escalate always)                                                                  |
| Non-solicitation           | None in an NDA                                                                   | Mutual, up to 12 months, limited to employees met through the Purpose, with a general-advertising carve-out  | No-hire clause, more than 12 months, or one-sided                                  |
| Non-compete or exclusivity | None                                                                             | None                                                                                                         | Any (escalate always)                                                              |
| Remedies                   | Injunctive relief available without proving actual damages                       | Same, with bond requirement waived only as permitted by law                                                  | Liquidated damages or an indemnity for breach                                      |
| Warranties and license     | Information provided as is; no license granted except to use for the Purpose     | Same                                                                                                         | Warranty of accuracy required from us                                              |
| Governing law and venue    | Our home state law and courts                                                    | A neutral U.S. state such as Delaware or New York                                                            | Non-U.S. law or forum, or mandatory arbitration abroad                             |
| Personal or regulated data | Not exchanged under an NDA                                                       | Exchanged only with a data protection agreement in place                                                     | Personal data, health data or export-controlled data exchanged under the NDA alone |
| Assignment                 | Neither party assigns without consent, except to a successor in a merger or sale | Same                                                                                                         | They may assign freely and we may not                                              |

## Escalate before agreeing

- Any residuals, non-compete or exclusivity clause.
- Non-solicitation beyond the fallback, or any no-hire clause.
- Personal, health, financial account or export-controlled data to be exchanged.
- The counterparty is a competitor, or the Purpose is an acquisition or investment.
- Non-U.S. governing law or forum.
- Confidentiality duty longer than 5 years for ordinary information.
- Anything you are unsure about, and any signature outside your authority.

## The review prompt

Shown in the Claude format. For other tools, paste the playbook and the agreement under plain headings.

```
<playbook>
[PASTE THE PLAYBOOK TABLE FOR THIS AGREEMENT TYPE]
</playbook>
```

<agreement>  
[PASTE THE AGREEMENT TEXT]  
</agreement>

Task: first-pass review of the nondisclosure agreement (NDA) below against my playbook.

My side: [DISCLOSING PARTY, RECEIVING PARTY, OR BOTH].

Deal context: [ONE OR TWO LINES: who the counterparty is, what we are doing together, any deadline].

Rules:

1. Review only the text I provide. If the agreement refers to other documents or web pages that are not included, list them and do not guess their content.
2. For every point, quote the exact clause text you rely on and give its section number as it appears in the document. If a playbook topic is not addressed in the document, say "Not addressed".
3. Compare each clause with the playbook position and rate it: Meets standard, Within fallback, or Escalate.
4. Do not call anything "standard" or "market". Use only my playbook as the standard.
5. Note anything in the document that the playbook does not cover.

Output:

A table with columns: Topic | Section | Quoted text | Rating | What to ask for.

Then a list of any Escalate items, and a list of documents referred to but not provided.

## The quote check

Task: check your previous answer against the document.

For each row in your table, confirm that the quoted text appears word for word in the document and that the section number is right. List any row where it does not, and correct it. Then list any playbook topic you marked "Not addressed" and search the document again for it, including Miscellaneous, General and definitions sections.

## Four steps for each NDA

1. Run the review prompt.
2. Run the quote check in the same chat.
3. Read the agreement against the positions table yourself, starting with the rows rated Meets standard.
4. Escalate anything on the list, then reply.

## More in the paid pack

The Commercial Contracts Starter Pack adds services agreements, prompts for Claude, ChatGPT, Copilot and Gemini, two worked examples with illustrative output and its errors, a checklist and tracker workbook, and a test set. Details at [provisoiq.com/packs/](https://provisoiq.com/packs/).