Software Development Non-Disclosure Agreement (NDA)

Date:

This Agreement is made between:
Disclosing Party:
Receiving Party:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including but not limited to software source code, specifications, designs, documents, and data disclosed in connection with software development.

2. Obligations of Receiving Party

- To maintain the confidentiality of the Confidential Information.
- Not to disclose the Confidential Information to any third party.
- Not to use the Confidential Information for any purpose except as permitted by this Agreement.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no action of the Receiving Party.
- Is already in the possession of the Receiving Party before disclosure.
- Is independently developed without reference to the Confidential Information.
- Is required to be disclosed by law.

4. Term

This Agreement and Receiving Party's duty to hold the Confidential Information in confidence remain in effect for years from the date of disclosure.

5. Return of Materials

Upon the request of Disclosing Party, Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

6. No License

Nothing in this Agreement grants Receiving Party any rights to or under any patents, copyrights, or trademarks of Disclosing Party.

7. General Provisions

- This Agreement constitutes the entire understanding between the parties regarding the subject matter.
- Any amendments must be made in writing and signed by both parties.
- This Agreement is governed by the laws of .

Disclosing Party Signature
Date:

Receiving Party Signature
Date: