

Software Development Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of ("Effective Date") by and between:

- **Disclosing Party:**
- **Receiving Party:**

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information or material that is proprietary to the Disclosing Party, whether oral, written, or digital, including but not limited to software code, business plans, technical data, product ideas, and related documentation, disclosed in the context of software development.

2. Obligations of Receiving Party

1. The Receiving Party agrees to keep all Confidential Information strictly confidential and will not disclose it to any third party without prior consent in writing from the Disclosing Party.
2. The Receiving Party will only use the Confidential Information for the purpose of evaluating or engaging in a potential or ongoing software development project between the Parties.
3. The Receiving Party agrees to take all reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions

This Agreement imposes no obligation upon the Receiving Party with respect to any information that:

- is or becomes publicly available through no fault of the Receiving Party,
- is already in the possession of the Receiving Party without restriction in relation to disclosure,
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information,
- is required to be disclosed by law or authority.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of years, unless terminated earlier in writing by either Party.

5. Return of Materials

Upon request, the Receiving Party will promptly return or destroy all materials containing Confidential Information.

6. No License

Nothing in this Agreement shall be construed as granting any license or right to use the Confidential

Information except as expressly set forth herein.

7. General

1. This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements.
2. This Agreement shall be governed by the laws of .
3. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full force and effect.

Disclosing Party

Name:

Title:

Date:

Signature:

Receiving Party

Name:

Title:

Date:

Signature: