Confidentiality-Focused Developer Contract

1. Parties

This Confidentiality Agreement ("Agreement") is entered into between:

- **Developer:**
- **Client:**

2. Purpose

The parties wish to engage in a professional relationship wherein the Developer will perform software development or related services for the Client. In doing so, Confidential Information may be shared.

3. Definition of Confidential Information

"Confidential Information" refers to all information, data, documents, and materials disclosed, whether oral or written, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood as confidential.

4. Obligations

1. The Developer shall not, during or after the term of this Agreement, disclose, share, or use Confidential Information for any purpose other than fulfilling contractual obligations to the Client without express written consent from the Client.
2. The Developer shall protect Confidential Information with at least the same degree of care used to protect their own confidential information, and not less than a reasonable degree of care.
3. All Confidential Information and copies thereof remain the property of the Client and shall be returned or destroyed upon request.

5. Exclusions

The obligations in this Agreement do not extend to information that:

- Is or becomes publicly available through no fault of the Developer;
- Is lawfully received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Developer without use of or reference to Confidential Information;
- Is required to be disclosed by law or regulation, provided the Developer gives prompt written notice to the Client.

6. Intellectual Property

Unless otherwise agreed, all intellectual property and all deliverables created in the course of this project shall be the property of the Client.

7. Term and Termination

1. This Agreement begins on the Effective Date and continues until terminated by either party upon written notice.
2. The obligations regarding confidentiality survive termination of this Agreement.

8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding confidentiality and supersedes all prior discussions.
- No amendment shall be effective unless in writing and signed by both parties.
- If any provision of this Agreement is held to be unenforceable, the remainder shall continue in effect.

9. Effective Date

This Agreement is effective as of

_____

Developer Signature

Name:
Date: _____

Client Signature

Name:
Date: