# Software Development Non-Disclosure Agreement (NDA)

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

**Disclosing Party:**
Name:
Address:

**Receiving Party:**
Name:
Address:

## 1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall mean all technical and non-technical information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or by other means, including but not limited to software code, designs, documentation, business plans, client information, and trade secrets.

## 2. Obligations of Receiving Party

1. Maintain confidentiality of all Confidential Information.
2. Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
3. Take reasonable security precautions to protect the confidentiality.
4. Use Confidential Information only for the purpose of evaluating or performing software development services.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of Receiving Party;
- Was in the possession of Receiving Party without restriction before disclosure;
- Is disclosed to Receiving Party by a third party without breach of any obligation;
- Is independently developed by Receiving Party without use of the Confidential Information.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for years from that date, or until otherwise terminated by written notice.

## 5. Return of Materials

Upon the Disclosing Party's request, all tangible materials containing or representing Confidential Information shall be returned or destroyed.

## 6. Governing Law

This Agreement shall be governed by the laws of .

## 7. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements with respect to the subject matter herein. Any amendments must be in writing and signed by both parties.

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Disclosing Party
Date:

Signature: _____

Name:

Title:

Receiving Party
Date:

Signature: _____

Name:

Title: