SOFTWARE DEVELOPMENT NON-DISCLOSURE AGREEMENT (NDA)

This Software Development Non-Disclosure Agreement (the "Agreement") is entered into on [Date] (the "Effective Date") between [Your Company Name], a company incorporated under the laws of [Country/Region], having its principal office at [Company Address] (hereinafter referred to as the "Company"), and [Software/Web Development Professional's Full Name], residing at [Professional's Address] (hereinafter referred to as the "Developer").

1. **Purpose and Scope:** The Company intends to engage the Developer for the purpose of providing software and/or web development services (the "Services") for [Project Name or Description]. This Agreement governs the confidentiality and protection of any confidential and proprietary information shared during the course of the project.

2. **Definition of Confidential Information:** "Confidential Information" includes, but is not limited to, any and all source code, object code, algorithms, designs, specifications, trade secrets, documentation, technical information, business strategies, client lists, and any other proprietary information related to the Project and disclosed by the Company to the Developer, whether in writing, electronically, orally, or by any other means.

3. **Obligations of the Developer:** The Developer agrees to:
   3.1 Use the Confidential Information solely for the purpose of performing the Services.
   3.2 Not disclose the Confidential Information to any third party without prior written consent from the Company.
   3.3 Implement reasonable measures to protect the confidentiality of the Confidential Information.
   3.4 Ensure that any subcontractors or employees engaged in the project adhere to the terms of this Agreement.

4. **Ownership and Intellectual Property:** Any intellectual property created as part of the Services, including but not limited to code, designs, and documentation, shall be the exclusive property of the Company. The Developer retains no rights to the created materials beyond those explicitly granted by the Company.

   Exceptions: The obligations set forth in this Agreement shall not apply to information that:

   1.1. Is or becomes publicly available through no fault of the Developer.
   1.2. Was rightfully in the possession of the Developer prior to the disclosure.
   1.3. Is independently developed by the Developer without reference to the Confidential Information.

2. **Duration of Obligations:** The obligations of confidentiality set forth in this Agreement shall continue for a period of [Specify the duration, e.g., 3 years] from the Effective Date or until the Confidential Information becomes publicly available through legitimate means.

3. **Remedies for Breach:** In the event of a breach or threatened breach of this Agreement, the Company shall be entitled to seek injunctive relief to prevent the unauthorized use or disclosure of the Confidential Information.

4. **Use of Work Product:** The Receiving Party acknowledges that any software code, designs, graphics, prototypes, and other work products (collectively referred to as "Work Product") created or provided by the Disclosing Party may be subject to intellectual property rights and proprietary ownership. The Receiving Party agrees not to use, reproduce, distribute, or modify the Work Product in any manner that violates applicable laws or infringes upon the rights of the Disclosing Party.

5. **Licensing and Ownership:** The Parties acknowledge and agree that the ownership of the Work Product shall remain with the Disclosing Party, and the Receiving Party shall have no right or interest in the Work Product beyond the scope of this Agreement. Any licenses or rights granted to the Receiving Party are solely for the purpose of evaluating the Project and shall not be deemed as a transfer of ownership.

6. **Non-Competition:** During the term of this Agreement and for a period of [Specify the duration, e.g., 1 year] after its termination, the Receiving Party agrees not to engage in any business activities or projects that directly compete with the products or services offered by the Disclosing Party as they relate to the Project.

7. **Source Code Escrow:** In the event that the Receiving Party is provided with software source code, both Parties may agree to establish a source code escrow arrangement, ensuring access to the source code in case of certain triggering events, such as the inability of the Disclosing Party to fulfill its obligations.

8. **Quality and Security:** The Receiving Party agrees to take reasonable measures to ensure the security, confidentiality, and integrity of any software code, graphics, designs, or other digital assets shared by the Disclosing Party. This includes safeguarding against unauthorized access, loss, or theft of the materials.

9. **Third-Party Agreements:** The Receiving Party shall ensure that any contractors, subcontractors, or third parties engaged by the Receiving Party in connection with the Project are bound by similar confidentiality obligations as those set forth in this Agreement.

10. **Technical Safeguards:** The Receiving Party agrees to implement and maintain appropriate technical safeguards to protect the Confidential Information and Work Product, including encryption, firewalls, and secure access controls.

11. **Review by Legal Counsel:** Both Parties acknowledge that they have had the opportunity to seek advice from legal counsel prior to entering into this Agreement and have had the terms and implications of this Agreement explained to them.

12. **Export Control and Compliance:** The Receiving Party shall comply with all applicable export control laws and regulations governing the use, transmission, or disclosure of software code, technology, or related data.

13. **Dispute Resolution:** In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to engage in good faith negotiations to resolve the matter. If negotiations fail, the Parties agree to pursue mediation or arbitration as a means of resolving the dispute, in accordance with [Specify the rules or guidelines for mediation or arbitration].
14. **Electronic Signatures:** Electronic signatures, including facsimile and scanned signatures, shall have the same legal effect as original signatures.
15. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Software Development Non-Disclosure Agreement.

Company: [Your Company Name] Authorized Signature: _____ Date: _____

Developer: [Software/Web Development Professional's Full Name] Signature: _____ Date: _____

[Additional Witness, if required] Signature: _____ Date: _____

[End of Agreement]