

Non-Disclosure Agreement (NDA)

For Software Development Outsourcing Projects

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of Your date, by and between:

Disclosing Party:

Your Company Name, a company incorporated under the laws of Your country, with its registered office at Your full address, (hereinafter referred to as the “Disclosing Party”)

Receiving Party:

Client or Partner Name, a company incorporated under the laws of Your country, with its registered office at Your full address, (hereinafter referred to as the “Receiving Party”)

Collectively referred to as the “Parties” and individually as a “Party”.

1. Introduction & Purpose

This Agreement is entered into in contemplation of discussions and possible co-operation between the Parties regarding the development, outsourcing, licensing, or provision of custom software solutions and related technology services.

In the course of this business relationship, each Party may disclose to the other certain proprietary and confidential technical, business, and operational information. The purpose of this Agreement is to ensure that such information remains confidential and is used only for the agreed purposes.

2. Definition of Confidential Information

For the purposes of this Agreement, “Confidential Information” means any non-public, proprietary, or sensitive data or materials, including but not limited to:

- Source code, technical designs, and documentation
- Business models, project plans, and strategies
- Financial records and pricing structures
- Client databases and user information
- Software architecture and API specifications
- Product roadmaps, features, and release timelines
- All materials marked “Confidential” or disclosed under circumstances reasonably understood to impose confidentiality

3. Exclusions from Confidential Information

Confidential Information shall not include information that:

- a. Is already publicly known or becomes publicly available through no fault of the Receiving Party;
- b. Was lawfully known to the Receiving Party prior to disclosure;
- c. Is rightfully received by the Receiving Party from a third party without restriction;
- d. Is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; or
- e. Is required to be disclosed by law or regulation, provided the Receiving Party provides prompt notice to the Disclosing Party (unless prohibited by law).

4. Obligations of Confidentiality

The Receiving Party agrees to:

- a. Maintain the Confidential Information in strict confidence;
- b. Use Confidential Information solely for the evaluation, planning, or execution of the software development project;
- c. Limit disclosure to its employees, contractors, or agents on a strict need-to-know basis and only under equivalent confidentiality obligations;
- d. Not disclose any Confidential Information to any third party without prior written consent from the Disclosing Party;
- e. Protect Confidential Information using at least the same degree of care used to protect its own confidential data, and never less than a reasonable standard.

5. Ownership and No License

All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. No license, express or implied, is granted by this Agreement under any intellectual property rights.

6. Return or Destruction of Confidential Information

Upon request, or upon termination of discussions or the Agreement, the Receiving Party agrees to promptly:

- Return all tangible materials and copies containing Confidential Information, or

Non-Disclosure Agreement

- Permanently delete all electronic copies and certify such deletion in writing upon request.

7. Duration and Survival

This Agreement shall commence on the Effective Date and:

- Remain in effect for a period of two (2) years, or until terminated in writing by either Party;
- The confidentiality obligations shall survive for a period of three (3) years following the termination of this Agreement.

8. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive or equitable relief in addition to other remedies available under law.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Your state or country. The Parties agree to submit to the exclusive jurisdiction of the courts of Your city, Your country for any disputes arising out of this Agreement.

10. Miscellaneous

- This Agreement constitutes the full understanding between the Parties and supersedes any prior agreements.
- Any amendments or modifications must be in writing and signed by both Parties.
- If any provision of this Agreement is held invalid, the remainder shall remain enforceable.
- The Parties may execute this Agreement in counterparts, including via electronic signature.

IN WITNESS WHEREOF

The Parties have executed this Non-Disclosure Agreement as of the date first written above:

Disclosing Party:

Signature: _____

Non-Disclosure Agreement

Name: _____

Title: _____

Date: _____

Receiving Party:

Signature: _____

Name: _____

Title: _____

Date: _____