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| **Created by:**  [Company Owner. FirstName][Company Owner. Last Name][Company Owner. Company] |

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| **Prepared for:**  [Employee. FirstName] [Employee. Last Name]  [Employee. Company] |

## I. The parties

This Software Development Non-Disclosure Agreement, hereinafter known as the “Software Agreement,” is entered into by and between [Company Owner. FirstName] [Company Owner. Last Name], hereinafter known as the “Disclosing Party,” and [Employee. FirstName] [Employee. Last Name], hereinafter known as the “Receiving Party,” where both the 1st and 2nd Party are collectively known as “Parties.”

WHEREAS, this Software Agreement is created on the May 2, 2022 for the purpose of preventing unauthorized disclosure of Confidential and Proprietary Information (See Section III) regarding the development or editing of the following programs or companies: (Software. Name) with the purpose of (Software. Purpose), hereinafter known as “Software.”

AND/OR

Parties must commit to preventing unauthorized disclosure of Confidential and Proprietary Information for all properties they are aware of, privy to, or create under the supervision or direct authority of (Software. Company. Name), including Software they have no direct influence on.

## II. Type of agreement:

Choose your agreement type:

**Mutual:** Describes a Software Agreement, whereas the Parties are prohibited from disclosing Confidential and Proprietary information shared between the Disclosing Party and Receiving Party during the development of (Choose: All. Software/Software).

**Unilateral:** Describes a Software Agreement, whereas the Disclosing Party obtains sole ownership of (Choose: All. Software/Software) with the Receiving Party being prohibited from disclosing Confidential and Proprietary information that is released to the Disclosing Party throughout the development of (Choose: All. Software/Software).

## III. Confidential and proprietary information

Under this Software Agreement, “Confidential and Proprietary Information” includes all materials and information that could or currently has commercial value or utility in (Disclosing Party’s business), and is treated with the utmost confidentiality. This information includes, but isn’t limited to: design definitions and specifications, unpublished code, algorithms, formulas, flow diagrams, flowcharts, data structures, data compilations, system documentation, and user documentation.

All confidential information must be labeled as confidential by the Disclosing Party before it’s considered “confidential.” The Disclosing Party will determine confidential information as such:

* **Written Confidentiality:** The Disclosing Party must label written confidential information as “confidential” with a physical stamp or by writing said information with red text.
* **Oral Confidentiality:** The Disclosing Party must label oral confidential information as “confidential” by writing up a written confirmation in (Timeline. For. Writing. Agreement. {For example:24-48 hours}), then following the rules outlined in “Written Confidentiality.”

## IV. Exclusions from section III

The Receiving Party’s obligations under this Software Agreement for Confidential and Proprietary Information doesn’t extend to the following:

1. Information available to the public (whether it was exposed naturally or illegally);
2. Information on algorithms or programming practices widely used in this industry;
3. Information in the possession of the Parties prior to signing this Software Agreement;
4. Information found by the Receiving Party without breaking this Software Agreement.

## V. Obligations of (Choose: Receiving Party/Parties)

(Choose: Receiving Party/Parties) shall hold and maintain the Confidential and Proprietary Information in the strictest confidence at all times to their employees, agents, affiliates, representatives, and any other entity or individual that is on a “need to know” basis.

If the Receiving Party wishes to disclose any information considered “confidential,” they must discuss this with the Disclosing Party first. If the Disclosing Party agrees to extend confidentiality, the third-party must sign a Software Non-Disclosure Agreement before the Receiving Party can disclose any and all “confidential” information.

Neither Party shall, without the written approval of (Choose: Either. Party/ Disclosing. Party), copy, publish or use the Confidential and Proprietary Information for their sole benefit. If requested, (Choose: Either. Party/ Receiving. Party) must return material to Disclosing Party in (Days) days.

## VI. Time period

The bounded Parties duty to hold the Confidential and Proprietary information in confidence remains in effect until such information is no longer considered “confidential.”

## VII. Relationships

None of the information contained in this Software Agreement deems that either party is an employee, partner, or joint venture of the other party for any purpose.

## VIII. Integration

This Software Agreement expresses the understanding that this Software Agreement supersedes all prior agreements, proposals, understandings, or representations and cannot be amended without permission from (Choose: Either. Party/ Disclosing. Party).

## IX. Severability

If any provisions in this Software Agreement are unenforceable or invalid, the remainder of said agreement will still be considered as such under the Governing Law.

## X. Governing law

This Software Agreement follows the laws of the state of (State).

## XI. Jurisdiction

The Parties consent to the exclusive jurisdiction of the (State), including its courts, should any action arise from this Software Agreement.

## XII. Injunctive Relief

Any Confidential and Proprietary Information disclosed by (Choose: Either. Party/ Receiving. Party) may cause irreparable harm. As this damage is difficult to ascertain, both Parties agree to apply to a court Jurisdiction to receive appropriate relief.

## XIII. Attorney expenses and fees

Should a dispute arise from either party relating to this Software Agreement, the other party agrees to indemnify any and all damages, losses, expenses, or claims suffered or incurred by the other party as a result of the breach.

## XIV. Execution

**IN WITNESS WHEREOF**, the Parties agree that this Software Agreement will come into effect on

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| --- | --- |
| [Company Owner. Company] | [Employee. Company] |
| [Company Owner. FirstName]  [Company Owner. Last Name] | [Employee. FirstName]  [Employee. Last Name] |