Non-Disclosure Agreement

This App Development Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on the ___day of _____, 20___ by and between _____, as the "1st Party", and _____, as the "2nd Party".

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of confidential and proprietary information regarding the development of _____[Name of App] with its purpose of _____ [Purpose of App], hereinafter known as the "Software".

The Parties agree as follows:

TYPE OF AGREEMENT

☐ Mutual – This Agreement shall be Mutual, where, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another in an effort to develop the Software.

☐ Unilateral – This Agreement shall be Unilateral, where, the 1st Party shall have sole ownership of the Software with the 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party in an effort to develop the Software

Terms & Conditions

1. **Definition of Confidential Information**

For purpose of this Agreement, shall include all confidential information or material that has or could have commercial value or other utility in Disclosing Party's business. Such information includes, but is not limited to: unpublished computer code, design definitions and specifications, flow diagrams and flowcharts, formulas and algorithms, system and user documentation, data structures and data compilations, marketing and sales data, and pending patent applications. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information should not be transmitted orally, in that case the Disclosing Party shall promptly provide a writing indicating all the information discussed orally.

2. **Exclusions from Confidential Information**

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, and disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships

Nothing in this Agreement shall constitute to the other parties, partner, joint venture, or employee of other part for any reason.

6. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Injunctive Relief

Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party.

10. Indemnity

Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

11. Attorney Fees and Expenses

In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

12. Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in _____ in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

13. Governing Law

This Agreement shall be governed in accordance with the laws of the State of _____.

14. Successors & Assigns

This Agreement shall bind each party's heirs, successors, and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

Disclosing Party (1st Party):

_____ (Signature)

_____ (Typed or Printed Name)

Title: _____

Date: _____

Receiving Party (2nd Party):

_____ (Signature)

_____ (Typed or Printed Name)

Title: _____

Date: _____

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Our team strives to provide the highest quality mobile app and web solution to take your business to the next level.

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