



Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Date], by and between:

Disclosing Party: Jade Chancey, CEO, Software Savvy Tech / Tim Calabro, President, Programming Master (hereinafter collectively referred to as the "Disclosing Party"), and Receiving Party: [Counterparty Name] (hereinafter referred to as the "Receiving Party").

1. Purpose:

The purpose of this Agreement is to protect the disclosure of certain confidential information between the Disclosing Party and the Receiving Party for the purpose of [describe the purpose or nature of the relationship].

2. Definition of Confidential Information:

"Confidential Information" refers to any information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in any other form, that is marked as confidential or that a reasonable person would understand to be confidential based on the nature of the information and the circumstances of disclosure.

3. Obligations:

- a. The Receiving Party agrees to use the Confidential Information solely for the purpose specified in Section 1 and to not disclose, reproduce, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- b. The Receiving Party shall take reasonable measures to prevent unauthorized access, use, or disclosure of the Confidential Information, which measures shall be no less protective than those used to protect its own confidential information of a similar nature.
- c. The obligations set forth in this Agreement shall continue for a period of [specify duration] from the date of termination of the relationship between the parties.

4. Exclusions:

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

- a. Was already in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party;
- b. Becomes publicly known through no fault of the Receiving Party;
- c. Is independently developed by the Receiving Party without reference to the Confidential Information; or
- d. Is rightfully received by the Receiving Party from a third party without an obligation of confidentiality.

5. Remedies:



The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

6. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflict of laws principles. Any litigation or disputes related to intellectual property rights arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of California.

7. Authorized Signatories:

Either Jade Chancey, CEO, Software Savvy Tech, or Tim Calabro, President, Programming Master, are authorized to sign for any projects on behalf of the Disclosing Party.

8. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing Party:

Jade Chancey, CEO
Software Savvy Tech

Disclosing Party:

Tim Calabro, President
Programming Master

Receiving Party:

[Counterparty Name]
[Counterparty Title]
[Counterparty Company Name]
[Counterparty Contact Information]