

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**DEVELOPER**  
(the "Developer")

- and -

**CORPORATION**  
a corporation incorporated under the laws of the State of \_\_\_\_\_ (the  
"Corporation")

**WHEREAS:**

- A. Developer has developed a software program known as " \_\_\_\_\_ " (the "Program") which is proprietary to the Developer;
- B. Developer wishes to provide the Program to the Corporation to allow the Corporation to evaluate the Program, and the Corporation has agreed to evaluate the Program for purposes of publication, marketing, and distribution of the Program by the Corporation on such terms and conditions and for such consideration as the parties may hereafter agree to.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that the parties agree as follows:

- 1. "Confidential Information" means:
  - (a) the Program and any part thereof;
  - (b) any verbal, written or electronic information, or information in any other form regarding the Program, that the Developer provides to the Corporation;
  - (c) any verbal, written or electronic information, or information in any other form that the Corporation receives from the Developer and that is designated proprietary or confidential by the Developer.