

Non-Disclosure Agreement (NDA) for Developers

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date signed below by and between **Indie Games Startup LLC**, a Delaware limited liability company with its principal office at 16192 Coastal Highway, Lewes, Delaware 19958 (the "Company"), and **[Developer's Name]**, an individual with a primary address at [Developer's Address] (the "Developer"). The purpose of this Agreement is to set forth the Developer's obligations regarding confidential information disclosed to them in the course of contributing to the Company's projects.

1. Purpose of the Agreement

The purpose of this NDA is to ensure that the Developer understands and agrees to their obligations to protect the Company's Confidential Information. By signing this Agreement, the Developer agrees to hold all Confidential Information in strict confidence and to use it only for the purposes of contributing to the Company's projects.

2. Definition of Confidential Information

Confidential Information means all non-public information related to the Company's projects that is disclosed to the Developer or otherwise accessed by the Developer. This includes, but is not limited to:

- **Technical and Creative Materials:** Game concepts, designs, storylines, scripts, characters, artwork, models, animations, source code, software tools, technical blueprints, algorithms, and proprietary workflows or processes.
- **Business Information:** Marketing strategies, project plans, release schedules, partnership or investor details, and any financial information related to the projects.
- **Other Non-Public Information:** Any other information or material (whether oral, written, electronic, or in any other form) that a reasonable person would recognize as confidential or that is designated as confidential by the Company.

Information is not considered Confidential Information if the Developer can demonstrate that it (a) was publicly known or made generally available through no breach of this Agreement by the Developer, or (b) was lawfully known by the Developer prior to disclosure by the Company.

3. Confidentiality Obligations

The Developer agrees to the following:

- **Non-Disclosure:** The Developer will not disclose any Confidential Information to any third party without the prior written consent of the Company. This prohibition on disclosure is indefinite — it applies during the project and **after** the Developer's involvement ends, until such Confidential Information becomes public through authorized channels.
- **Restricted Use:** The Developer will use Confidential Information only for the purpose of performing their contributions to the Company's projects, and for no other purpose. The Developer will not use Confidential Information for their own benefit or the benefit of anyone outside the Company.
- **Protection Measures:** The Developer will take all reasonable measures to protect the secrecy of the Confidential Information. This includes following any security protocols the Company provides (such as using private repositories, secure file transfers, or password-protected documents) and immediately notifying the Company if the Developer suspects any unauthorized use or disclosure of Confidential Information.

4. Portfolio and Pre-Approved Sharing Guidelines

The Company understands that the Developer may wish to showcase some of their work in personal portfolios. However, the Developer also recognizes the need to protect the Company's confidential project details. Therefore, **the Developer may not share any work done for the Company in any portfolio, demo reel, website, or other public or private showcase without following the pre-approval process below and obtaining explicit written permission from the Company.** The existing limitations on what can be shared are as follows:

1. **Controlled Pre-Approval:** The Developer may request permission to share **specific, non-sensitive pieces** of their work for portfolio purposes. The Company will consider written requests to share items such as:
 - *Select concept art or final assets* **that** do not reveal unreleased characters, levels, or storyline spoilers, and do not include proprietary interface designs or unique game mechanics.

- *Non-unique gameplay footage or mechanics* that are generic to many games (for example, a basic character movement or a common attack animation) and **do not** disclose innovative features or secret elements of the project.
- *Audio samples* (music or sound effects) that are general in nature and don't reveal proprietary technology or pivotal game moments.

Even for the above examples, the Developer must obtain explicit approval — nothing is automatically permitted. Each piece of content will be evaluated by the Company for potential risks before approval is given.

2. **Credit and Disclaimer:** If any content is approved for sharing, the Developer must include proper credit to the Company and the project. For example, the Developer should note that the work was created as part of an **Indie Games Startup LLC** project (using the project name if it's public), and they should clarify that the project was in development (if not yet released). A suggested disclaimer might be: "[Asset name] created for an unreleased/in-development project by Indie Games Startup LLC."
3. **Limited Platforms:** The Developer may only share approved content on platforms agreed to by the Company. Typically, these will be professional portfolio platforms (such as ArtStation, personal portfolio websites, LinkedIn, or private demo reels for job applications). Posting approved content on mass public forums (like open social media channels or Reddit) may be restricted or require additional approval. The Company will provide guidance on acceptable platforms when granting approval.

These guidelines are intended to allow the Developer to show their talents without compromising the project. **If the Developer is unsure whether something can be shared, they must err on the side of caution and consult the Company for approval.**

5. Pre-Approval Process

Before sharing **any** work related to the Company's project, the Developer must go through the following process:

1. **Submit a Written Request:** The Developer will send a request to the designated Company contact (e.g. a specific supervisor or a provided internal email address) describing exactly what materials they wish to share. This request should detail the content (images, code snippets, videos, etc.), where and how it will be used (e.g. "on my personal portfolio website"), and the context (e.g. "to demonstrate my 3D modeling work for job applications").
2. **Await Company Decision:** The Developer must wait for the Company's written response. The Company will review the request and, at its discretion, either grant approval, possibly with conditions, or deny the request. Approval (if given) will be **in writing** and will specify the content allowed and any restrictions (for example, "may post image X after character is revealed in official marketing" or "must include the following disclaimer...").

No project-related content may be shared publicly by the Developer unless and until the Company has provided explicit written approval. There are no automatic or implied approvals. Even after a game is released, the Developer should confirm with the Company whether certain assets or information are still considered sensitive. Any sharing outside the scope of what the Company has approved will be considered a breach of this NDA.

6. Non-Solicitation

During the Developer's involvement with the Company and for one (1) year after that involvement ends, the Developer will not, without the Company's written consent, directly or indirectly solicit any of the Company's employees, contractors, or collaborators to leave the Company or to join a different project or organization. The Developer also agrees not to solicit or encourage any of the Company's current partners, clients, or investors to reduce or cease their business with the Company or to divert opportunities to another entity. This clause is not intended to prevent the Developer from working with others in the industry, but rather to protect the Company from active recruitment or poaching of its team and resources.

7. Intellectual Property and Ownership

The Company retains ownership of all overarching project intellectual property (including the game, its characters, story, codebase, etc.), but the Company recognizes the Developer's rights to their own original contributions until those contributions are incorporated into the project. The parties agree to the following principles regarding IP:

- **Company Project IP:** All collective project elements — the final game product, its title, characters, storyline, game mechanics, compiled code, and any assets created by multiple team members — are the exclusive property of the Company. The Developer has no ownership rights in the game or its components except for the limited portfolio use rights expressly allowed under this Agreement.
- **Developer's Individual Work:** The Developer retains ownership of the specific work products they create (for example, an illustration, a piece of code, or a piece of music **authored solely by the Developer**). However, by contributing that work to the project, the Developer grants the Company an irrevocable, perpetual, worldwide, royalty-free license to use, modify, display, distribute, and create derivative works from that contribution as part of the Company's projects. This license to the Company survives even if the Developer's involvement ends.
- **Portfolio Use:** The Developer's right to use their contributed work in portfolios is limited by the confidentiality and approval provisions of this NDA (Sections 4 and 5 above). Aside from approved portfolio uses, the Developer will not exploit or disclose their project-related work product in any way.
- **No Further Compensation:** The Developer understands that, aside from any profit-sharing or equity arrangement defined in a separate agreement, they will not receive royalties or additional payments for the Company's use of their contributions. The consideration for transferring these rights is the Developer's participation in the project and any equity share or profit-sharing explicitly agreed upon.

8. Record Retention

The Developer may retain copies of the work they create for the Company **only** for personal archival purposes or future portfolio requests. Any such materials must remain confidential (per this Agreement) until and unless the Company approves them for release. If the Company requests, the Developer will return or destroy any confidential materials in their possession (for example, upon the end of the Developer's involvement or if a particular asset is deemed too sensitive to keep). The Developer should maintain any retained work with at least the same level of care as they do for the Company's Confidential Information generally.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware for the resolution of any disputes arising out of or related to this Agreement. The Developer agrees that Delaware is a proper and convenient forum for any such dispute, and waives any argument that it is an inconvenient forum.

10. Amendments

No change, modification, or waiver of any provision of this Agreement will be valid unless it is in writing and signed by both the Developer and an authorized representative of the Company. This Agreement constitutes the entire agreement between the parties with respect to confidentiality and supersedes any prior discussions or agreements on the topic. Any waiver of a breach of this Agreement will not be considered a waiver of any other breach.

11. No Employment Relationship

The Developer acknowledges that this Agreement and their participation in the project do **not** create an employment relationship with the Company. The Developer is participating as an independent contractor or volunteer contributor. Nothing in this NDA (or in any project-related discussions) shall be construed as an offer or contract of employment, and the Developer is not entitled to wages, a salary, benefits, or any other compensation from the Company by virtue of participating in the project (aside from any equity or profit share that may be granted under a separate **Equity Ownership Agreement** or similar agreement). The Company has no obligation to hire the Developer as an employee, and the Developer has no obligation to continue contributing except as a voluntary independent participant.

By signing below, the Developer acknowledges that they have read and understood this Non-Disclosure Agreement and agree to abide by all of its terms.

[Developer's Name]

Signature: _____ Date: _____

Indie Games Startup LLC

Signature: _____ Date: _____