

**Exhibit C**  
**Software Service & NDA**

**1. Confidential Information:** “Confidential Information” as used herein includes marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, trade secrets, Innovations, other non- public technical or business information, third party information made available to consultant, joint research agreements or agreements entered into by ABC Softwares and it Clients or any of its affiliates, whether in writing or given to Consultant orally, which Consultant knows or has reason to know ABC Softwares and it Clients would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity.

**2. Consulting Period:** “Consulting Period” as used herein is the project duration defined in the work order or purchase order from time to time.

**3. Relationship of Trust:** Consultant's work for ABC Softwares and its Clients creates a relationship of trust and confidence between ABC Softwares and its Clients and Consultant.

**4. Disclosing Period:** The provisions of the NDA govern only the Confidential Information disclosed by ABC Softwares and its Clients to Consultant during the term of the Consulting Period.

**5. Continuing Obligation:** After the Disclosing Period, Consultant has a continuing obligation to maintain the confidentiality of ABC Softwares and it Client’s disclosed Confidential Information for a period of five years.

**6. Other Sources Exemptions:** Consultant's obligations hereunder will not apply, or shall cease to apply, to that Confidential Information which Consultant can establish: (i) was not identified as confidential when disclosed within thirty (30) days or is thereafter identified as Confidential by ABC Softwares and it Clients; or (ii) was in the public domain by acts not attributable to Consultant or otherwise available to the public other than by breach of this NDA; or (iii) was rightfully in possession of Consultant prior to receiving it from ABC Softwares and it Clients; or (iv) becomes available to Consultant from a source other than ABC Softwares and it Clients who is in rightful possession with the lawful right to provide it to Consultant; or (v) is independently developed by Consultant without use of or reference to the Confidential Information; or (vi) is otherwise agreed in writing to be no longer considered otherwise restricted by ABC Softwares and it Clients.

**7. Limitations on Duty:** Consultant's duty to maintain the confidentiality extends only to that disclosed Information which: (i) is identified as being Confidential at the time of disclosure by ABC Softwares and it Clients; or (ii) is marked Confidential, or with a similar legend, at the time of disclosure; or (iii) is summarized and designated as Confidential by ABC Softwares and it Clients in a written memorandum delivered to Consultant within thirty days after the disclosure.

**8. Standard of Care:** Consultant shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination. Consultant shall not copy, distribute, or disseminate any of the Confidential Information to any unauthorized persons or entities without the ABC Softwares and it Client’s express prior written consent and Consultant shall limit access to the Confidential Information to only those authorized employees or agents having a need to know.

**9. Return of Materials:** Upon the earlier of fifteen (15) calendar days after: (i) Consultant's receipt of ABC Softwares and it Client’s written request for same, or (ii) Consultant's completion of those stated

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purposes for which ABC Softwares and its Clients provided Consultant its Confidential Information; or (iii) the end of the Disclosing Period; all of ABC Softwares and its Client's Confidential Information and all copies thereof in Consultant's possession or control shall be returned to ABC Softwares and its Clients or destroyed by Consultant at ABC Softwares and its Client's instruction. At ABC Softwares and its Client's request, Consultant shall then certify the same in writing and that no copies have been retained by Consultant, its employees or agents.

**10. Mandatory Disclosure Exemptions:** Nothing herein shall restrict Consultant's right to disclose the Confidential Information where such disclosure is required by written order of a judicial, legislative, or administrative authority of competent jurisdiction provided, however that, in each case, Consultant will first notify ABC Softwares and its Clients of such need or requirement and cooperate with ABC Softwares and its Clients in limiting the scope of the proposed disclosure. Consultant will assist ABC Softwares and its Clients in taking all reasonable steps for obtaining further appropriate means of limiting the scope of the required disclosure of ABC Softwares and its Client's Confidential Information.

**11. Equitable Relief Availability:** Consultant acknowledges that an unauthorized disclosure of the Confidential Information may cause irreparable harm to ABC Softwares and its Clients for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, ABC Softwares and its Clients shall be entitled to seek injunctive relief to enforce the terms of this NDA.

**12. No Rights or Licenses Extended:** No rights or licenses whatsoever, either express or implied, are granted hereunder by one to the other as to any patents or patent applications, copyrights, trade marks, trade secrets, or other intellectual property now or hereafter acquired, developed or controlled. ABC Softwares and its Clients retains all rights and remedies afforded under all U.S. and foreign patent, copyright, trade secret, and other applicable laws for protecting confidential, proprietary, or trade secret information.

**13. No Waiver of Rights:** If one Party breaches this Agreement then the failure of the other Party to enforce any rights under this NDA shall not be deemed a waiver of any such rights.

**14. Transfer Restrictions:** Consultant will not transfer any disclosed information received hereunder to any country prohibited from obtaining such data according to any national export regulation, (e.g., U.S. Department of Commerce Export Administration Regulations), without first obtaining all valid export licenses and authorizations.

**15. Non-Solicitation:** During this consulting period, Consultant should not seek any opportunity to join any of the clients or referrals of ABC Softwares for the period of two years. If consultant decides to terminate his service during the consulting period, consultant should pay the expenses incurred, damage caused to the client and ABC Softwares or the consultant should agree upon with the client and ABC Softwares to provide his service for a smooth transition of the project assigned to the consultant. Consultant will not solicit directly or indirectly any employee (or utilize as independent contractor) or former employee of ABC Softwares for two years following the conclusion of employment with ABC Softwares. Consultant will not directly or indirectly employ or offer employment to (or utilize as independent contractor) any other employee or former employee of ABC Softwares for two years following the conclusion of services with ABC Softwares.

**16. Non-competition:** Consultant agrees that during the term of this agreement and for two years thereafter, he shall not directly or indirectly through your officers, directors, agents, brokers, affiliations, subsidiary, employees who are retained by ABC Softwares or otherwise, offer or provide its services to ABC Softwares clients except through ABC Softwares.

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Employee Initial \_\_\_\_\_

If any of the terms and condition is violated you agree to pay 30% of the billing or compensation to .

Employer	Employee
Signature	
Name	
Title	
Date	

Employer Initial \_\_\_\_\_

Employee Initial \_\_\_\_\_