

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of [Date] ("Effective Date"), by and between:

ABCTraining, having its registered office at [Address], hereinafter referred to as the "Disclosing Party,"

AND

WeConsultPeople, having its registered office at [Address], hereinafter referred to as the "Recipient Party."

WHEREAS, the Disclosing Party possesses valuable and confidential information related to its training materials, methodologies, techniques, strategies, processes, and other proprietary information (collectively referred to as the "Confidential Information");

AND WHEREAS, the Recipient Party desires to receive certain Confidential Information from the Disclosing Party for the sole purpose of [describe purpose, e.g., understanding the training content provided by the Disclosing Party];

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

(a) "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Recipient Party, whether in written, oral, electronic, or any other form, which is designated as confidential or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, training materials, presentations, documents, data, processes, methodologies, know-how, trade secrets, business plans, customer lists, financial information, and any other proprietary information.

(b) "Recipient's Representatives" shall mean the employees, agents, contractors, advisors, and affiliates of the Recipient Party who have a need to know the Confidential Information for the Purpose (as defined below) and who are bound by obligations of confidentiality and non-disclosure no less restrictive than those set forth herein.

2. CONFIDENTIALITY OBLIGATIONS

(a) The Recipient Party shall use the Confidential Information solely for the purpose of [describe purpose, e.g., understanding the training content provided by the Disclosing Party] (the "Purpose") and shall not use the Confidential Information for any other purpose whatsoever.

(b) The Recipient Party shall take all reasonable measures to protect the confidentiality of the Confidential Information and shall not disclose, distribute, or disseminate the Confidential Information to any third party without the prior written consent of the Disclosing Party.

(c) The Recipient Party shall ensure that its Recipient's Representatives who have access to the Confidential Information are informed of and comply with the terms of this Agreement.

3. EXCEPTIONS

The obligations of confidentiality and non-disclosure set forth in this Agreement shall not apply to any information which:

- (a) Is or becomes publicly available through no fault of the Recipient Party;
- (b) Is rightfully known to the Recipient Party prior to disclosure by the Disclosing Party;
- (c) Is independently developed by the Recipient Party without reference to or use of the Confidential Information; or
- (d) Is rightfully obtained by the Recipient Party from a third party without breach of any confidentiality obligation.

4. RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of the Disclosing Party or upon termination of this Agreement, the Recipient Party shall promptly return to the Disclosing Party or destroy all Confidential Information and any copies thereof in its possession, custody, or control.

5. TERM AND TERMINATION

- (a) This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon thirty (30) days' prior written notice to the other party
- (b) Notwithstanding anything to the contrary herein, the obligations of confidentiality and non-disclosure set forth in this Agreement shall survive the termination of this Agreement for a period of [insert duration] years.

6. REMEDIES

The parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflict of law principles. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [insert city], India.

8. MISCELLANEOUS

- (a) This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to such subject matter.
- (b) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date first above written.

[ABCTraining]

By: _____

Name: _____

Title: _____

[WeConsultPeople]

By: _____

Name: _____

Title: _____

[Seal, if applicable]