

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of 30 **July 2024**, by and between:

- 1. do N key Deliveries ("Company"), with its principal office located at 12-4-26 Govindasamy Street, Mettupatti, Chinnalapatti, Dindigul 624301 (TN), and
- 2. Navaneetha Krishnan ("Service Provider"), Aadhar Number: 582067538359, residing at S/O: Murugan, 11.1-5-13b, RMTC COLONY, CHINNALAPATTI, Ambathurai, Dindigul, Tamil Nadu, 624302.

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which confidential information will be shared between the parties to facilitate the Service Provider's work on digital marketing and brand promotion for the Company's clients.

2. Confidential Information

For the purpose of this Agreement, "Confidential Information" shall include any and all technical and non-technical information provided by one party to the other, including but not limited to data, designs, drawings, formulas, prototypes, plans, processes, specifications, software, trade secrets, and other information related to the business operations, clients, or products of either party.

3. Obligations of Confidentiality

The Service Provider agrees to:

- a. Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Company.
- b. Use the Confidential Information solely for the purpose of performing services as outlined in this Agreement.



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- c. Take all necessary precautions to prevent unauthorized disclosure of the Confidential Information.
- d. Only discuss digital marketing and growth planning, including marketing strategies, promotional plans, and prototype formulas. The Service Provider is prohibited from discussing technical aspects such as coding, backend functionality, or other core functionalities of the software.
- e. Refrain from using the Confidential Information to develop new business offerings for the Company's customers, such as providing software or technical solutions directly, without the Company's explicit consent.

4. Scope of Work

The Service Provider agrees to work on digital marketing and brand promotion for the Company's clients. All payments for these services will be processed through the Company. The Service Provider must inform clients that 100% payment is required in advance before any work commences.

5. Communication and Coordination

- a. The Service Provider will redirect any direct client inquiries to the Company and will inform the Company about all plans and budgets related to client promotions.
- b. The Service Provider will not directly engage in promotional activities for the Company's clients without informing and coordinating with the Company.

6. Relationship Between Parties

For the purposes of the clients, the Service Provider will be considered a part of the Company's team. However, it is understood that the Company and the Service Provider operate as two separate entities working collaboratively.











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7. Term and Termination

This Agreement shall commence on the date first written above and shall continue until terminated by either party with [30] days' written notice.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Tamil Nadu, India.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

10. Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

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

Company: Service Provider:

Signature: Signature:

Name: Kesavanandhan Name: Navaneetha Krishnan

Title: Proprietor Title:

Date: 30 July 2024 **Date**: 30 July 2024



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