

# NON-DISCLOSURE AGREEMENT (NDA)

This **Non-Disclosure Agreement** ("Agreement") is made and entered into on **30/09/2024**, by and between:

## 1. Rasoni College,

a company/individual having its registered office at **Pune, India**, hereinafter referred to as the "Disclosing Party," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns;

AND

## 2. Core 4,

a company/individual registered under the laws of **India**, having its registered office at **NAshik, India**, hereinafter referred to as the "Receiving Party," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns.

(Collectively referred to as the "Parties" and individually as a "Party")

---

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any and all technical, business, or proprietary information disclosed by the Disclosing Party to the Receiving Party in oral, written, or electronic form, including but not limited to:

- a. **Verbal Information shared during service**
- b. **Written information shared during service.**

---

## 2. Purpose

The Confidential Information shall be used solely for the purpose of **To keep the data confidential**. The Receiving Party agrees not to use the Confidential Information for any other purpose without prior written consent from the Disclosing Party.

---

## 3. Obligations of the Receiving Party

The Receiving Party shall:

- a. Maintain the Confidential Information in strict confidence and protect it with the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care.
- b. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees or agents who need to know the information to carry out the Purpose and are bound by confidentiality obligations.
- c. Not use the Confidential Information for any purpose other than the Purpose specified in this Agreement.

d. Immediately notify the Disclosing Party in the event of any unauthorized disclosure or misuse of Confidential Information.

---

## **4. Exceptions**

The obligations of confidentiality shall not apply to information that:

- a. Is or becomes publicly available through no fault of the Receiving Party;
  - b. Was already known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records;
  - c. Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information;
  - d. Is disclosed to the Receiving Party by a third party who has the legal right to disclose such information without any restrictions; or
  - e. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt notice to the Disclosing Party to allow the Disclosing Party to seek a protective order.
- 

## **5. Term**

This Agreement shall remain in effect for a period of **2** years from the date of disclosure of the Confidential Information unless extended by mutual written agreement of the Parties.

---

## **6. Return or Destruction of Confidential Information**

Upon the termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, materials, and other tangible embodiments of the Confidential Information in its possession, and certify in writing that it has complied with this obligation.

---

## **7. No License**

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, in or to the Confidential Information, except as expressly set forth herein.

---

## **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts located in **Pune, Maharashtra, India.** for any disputes arising out of or in connection with this Agreement.

---

## **9. Remedies**

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party. In such an event, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

---

## 10. Miscellaneous

- a. **Amendments:** Any amendments to this Agreement shall be made in writing and signed by both Parties.
  - b. **Assignment:** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
  - c. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings.
  - d. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 

## 11. Contact Information

### For the Disclosing Party:

Anirudha  
Pune, India.  
1234567890  
abc@xyz.com

### For the Receiving Party:

Datta  
Nagpur, India  
9876543210  
abcdddd@xch.com

---

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

---

### Raisoni College

Signature: \_\_\_\_\_  
Name: **Omkar**  
Title: **Owner**

### Core 4

Signature: \_\_\_\_\_  
Name: **Atharva**  
Title: **Owner**