

# NON-DISCLOSURE AGREEMENT (NDA)

For: eductrtr

Date: March 22, 2025

## **\*\*NON-DISCLOSURE AGREEMENT (NDA)\*\***

This Non-Disclosure Agreement ("Agreement") is entered into on this [Date], by and between eductrtr, a Corporation organized and existing under the laws of Manipur, with its principal place of business located at [Address] ("Disclosing Party"), and [Recipient's Name], with its principal place of business located at [Address] ("Recipient").

### **\*\*1. DEFINITIONS\*\***

1.1 **\*\*\*Confidential Information\*\*\*** shall mean any information disclosed by the Disclosing Party to the Recipient, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to, business strategies, software technologies, customer lists, financial information, and any other information identified as confidential.

1.2 **\*\*\*Recipient\*\*\*** shall mean the party receiving the Confidential Information from the Disclosing Party.

### **\*\*2. OBLIGATIONS OF RECIPIENT\*\***

2.1 **\*\*Confidentiality\*\***: Recipient agrees to maintain the confidentiality of all Confidential Information received from the Disclosing Party and to protect the Confidential Information from unauthorized use or disclosure.

2.2 **\*\*Use\*\***: Recipient shall use the Confidential Information solely for the purpose of evaluating a potential business relationship between the parties and shall not use the Confidential Information for any other purpose.

2.3 **\*\*No Disclosure\*\***: Recipient agrees not to disclose, directly or indirectly, any Confidential Information to any third party without the express written consent of the Disclosing Party.

2.4 **\*\*Standard of Care\*\***: Recipient shall exercise the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

### **\*\*3. TERM AND TERMINATION\*\***

3.1 **\*\*Term\*\***: This Agreement shall become effective as of the date of its execution and shall continue for a period of [X] years.

3.2 **\*\*Survival\*\***: The obligations of confidentiality and non-disclosure set forth in this Agreement shall survive the termination of this Agreement.

### **\*\*4. MISCELLANEOUS\*\***

4.1 **\*\*Governing Law\*\***: This Agreement shall be governed by and construed in accordance with the laws of Manipur.

4.2 **\*\*Entire Agreement\*\***: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, understandings, and agreements.

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

**\*\*DISCLOSING PARTY - eductrtr\*\***

**\*\*Signature:\*\*** \_\_\_\_\_

**\*\*Name:\*\***

**\*\*Title:\*\***

**\*\*Date:\*\*** \_\_\_\_\_

**\*\*RECIPIENT\*\***

**\*\*Signature:\*\*** \_\_\_\_\_

**\*\*Name:\*\***

**\*\*Title:\*\***

**\*\*Date:\*\*** \_\_\_\_\_

This document is confidential and should not be disclosed to any third party without the express written consent of the Disclosing Party.