

NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

Date: March 24, 2025

****NON-DISCLOSURE AGREEMENT (NDA) FOR SOFTWARE DEVELOPMENT****

This Non-Disclosure Agreement ("Agreement") is entered into on this [Date] ("Effective Date") between:

[Your Name], a Sole Proprietorship registered under the laws of Maharashtra, India, having its principal place of business at [Address] ("Disclosing Party"), and

[Recipient's Name], with its principal place of business at [Address] ("Receiving Party").

****RECIPIENT'S OBLIGATIONS****

The Receiving Party agrees to the following obligations with respect to the Confidential Information disclosed by the Disclosing Party:

1. **DEFINITION OF CONFIDENTIAL INFORMATION**

- "Confidential Information" shall mean all information and materials disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or in any other form, that is marked as confidential or ought to be understood as confidential due to its nature.

2. **USE OF CONFIDENTIAL INFORMATION**

- The Receiving Party shall use the Confidential Information solely for the purpose of [Describe Purpose] and shall not disclose, copy, or distribute the Confidential

Information to any third party without the prior written consent of the Disclosing Party.

3. **SECURITY MEASURES**

- The Receiving Party shall take all reasonable measures to safeguard the Confidential Information from unauthorized disclosure or use. This includes implementing appropriate security measures to protect the Confidential Information.

4. **PERMITTED DISCLOSURES**

- The Receiving Party may disclose the Confidential Information to its employees, agents, or contractors on a need-to-know basis, provided that such individuals are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

5. **TERM AND TERMINATION**

- This Agreement shall remain in effect for a period of [Number] years from the Effective Date. Either party may terminate this Agreement by providing written notice to the other party. Upon termination, the Receiving Party shall promptly return or destroy all Confidential Information in its possession.

6. **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of Maharashtra.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party: [Your Name]

Signature: _____ Date: _____

Receiving Party: [Recipient's Name]

Signature: _____ Date: _____