

# NON-DISCLOSURE AGREEMENT (NDA)

## For: Software Development

Date: March 24, 2025

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

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

#### **\*\*1. PARTIES\*\***

- **\*\*Disclosing Party:\*\*** [Name of Sole Proprietorship], a Sole Proprietorship in the Food Service industry, located at [Address] ("Disclosing Party").
- **\*\*Receiving Party:\*\*** [Name of Receiving Party], having its principal place of business at [Address] ("Receiving Party").

WHEREAS, the Disclosing Party and the Receiving Party desire to explore a potential business relationship regarding the development of software projects, it may be necessary for the Disclosing Party to disclose certain Confidential Information (defined below) to the Receiving Party, during discussions and negotiations.

#### **\*\*2. DEFINITIONS\*\***

- **\*\*Confidential Information:\*\*** Shall mean any and all information, in whatever form or medium, disclosed by the Disclosing Party to the Receiving Party, including but not limited to technical, business, financial, and/or proprietary information.

#### **\*\*3. OBLIGATION TO MAINTAIN CONFIDENTIALITY\*\***

The Receiving Party agrees to:

- **Protection:** Undertake to protect and safeguard the Confidential Information from unauthorized disclosure.
- **Use:** Use the Confidential Information solely for the purpose of evaluating, discussing, and negotiating a potential business relationship with the Disclosing Party.

#### **\*\*4. EXCEPTIONS\*\***

The obligations set forth in this Agreement shall not apply to any information that:

- **Public Domain:** Is or becomes part of the public domain through no fault of the Receiving Party.
- **Third Party Disclosure:** Is disclosed to the Receiving Party by a third party not under any obligation of confidentiality.

#### **\*\*5. TERM AND TERMINATION\*\***

This Agreement shall be effective as of the date first written above and shall remain in effect for a period of [enter specific term], unless terminated earlier by mutual written agreement or in accordance with the provisions herein.

#### **\*\*6. GOVERNING LAW\*\***

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

#### **\*\*7. MISCELLANEOUS\*\***

- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof.
- **No Assignment:** Neither Party shall assign any rights or obligations under this Agreement without the prior written consent of the other Party.

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

**\*\*SIGNATURE\*\***

- Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- For [Name of Sole Proprietorship]: [Signature]

- For [Name of Receiving Party]: [Signature]

**\*\*Date:\*\*** [Date]