# NON-DISCLOSURE AGREEMENT (NDA)

# For: Software

Date: March 21, 2025

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

**THIS NON-DISCLOSURE AGREEMENT ("Agreement")** is entered into effective as of the date signed below ("Effective Date"), by and between:

**Disclosing Party:** [Sole Proprietorship Name], a sole proprietorship established in the Food Service industry, operating in Gujarat, India.

**Address:** [Address of Sole Proprietorship]

## **AND**

**Receiving Party:** [Recipient Name]

**Address:** [Address of Recipient]

**PROTECTION LEVEL:** Level 2 out of 3

## **RECITALS:**

**-** The Disclosing Party possesses certain confidential information relating to its software business operations.

**-** The Receiving Party desires to receive and review such confidential information for the purpose of [describe purpose of disclosure].

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **1. CONFIDENTIAL INFORMATION**

**-** "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

**-** Confidential Information includes, without limitation, business plans, financial information, customer lists, software code, and any proprietary information.

## **2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

**-** The Receiving Party shall use the Confidential Information solely for the purpose of [describe purpose] and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

## **3. ARBITRATION**

**-** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.

## **4. TERM**

**-** This Agreement shall commence on the Effective Date and shall continue in effect for a period of [agreed upon time frame] unless earlier terminated by either party with written notice.

## **5. MISCELLANEOUS**

**-** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof.

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

**-** Any modification to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date below.

## **DISCLOSING PARTY:**

[Sole Proprietorship Name]

Signature: _____ Date: _____

## **RECEIVING PARTY:**

[Recipient Name]

Signature: _____ Date: _____