

# NON-DISCLOSURE AGREEMENT (NDA)

For: Software

Date: March 22, 2025

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

**\*\*THIS NON-DISCLOSURE AGREEMENT ("Agreement")\*\*** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between:

**\*\*Parties:\*\***

**\*\*Disclosing Party:\*\***

Name: [Sole Proprietorship Name]

Address: [Business Address]

Jurisdiction: Arunachal Pradesh, India

**\*\*Receiving Party:\*\***

Name: [Recipient's Name]

Address: [Recipient's Address]

**\*\*WHEREAS\*\***, the Parties desire to explore a potential business relationship related to the development, sharing, and disclosure of confidential information;

**\*\*THEREFORE\*\***, the Parties hereby agree to the following terms and conditions:

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

1.1. "Confidential Information" shall mean any data or information disclosed by the Disclosing Party to the Receiving Party, whether in tangible, electronic, verbal, or any other

form, that is designated as confidential or that reasonably should be considered confidential.

## **\*\*2. OBLIGATIONS OF RECEIVING PARTY\*\***

2.1. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and discussing the potential business relationship between the Parties.

2.2. The Receiving Party shall not disclose, copy, reproduce, or distribute any Confidential Information without the prior written consent of the Disclosing Party.

## **\*\*3. EXCEPTIONS\*\***

3.1. The Receiving Party's obligations under this Agreement shall not apply to any information that:

- Is or becomes publicly available without breach of this Agreement;
- Is rightfully obtained by the Receiving Party from a third party without restrictions;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

## **\*\*4. TERM AND TERMINATION\*\***

4.1. This Agreement shall commence on the Effective Date and shall remain in effect for a period of [X] years from the Effective Date.

4.2. Either Party may terminate this Agreement by providing written notice to the other Party.

## **\*\*5. GOVERNING LAW\*\***

5.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arunachal Pradesh, India.

**\*\*6. MISCELLANEOUS\*\***

6.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

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

**\*\*Disclosing Party:\*\***

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

**\*\*Receiving Party:\*\***

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

[Seal/Stamp, if applicable]

This document constitutes as a legally binding Non-Disclosure Agreement between the Parties.