EMPLOYMENT AGREEMENT

For: NON-DISCLOSURE AGREEMENT (NDA) FOR SOFTWAREThis Non-Disclosure Agreement ("Agreement") is made and entered into on this [Date], by and between:- The disclosing party, Software Development, a Sole Proprietorship in the [Industry] industry, having its principal place of business at [Address], hereinafter referred to as the "Disclosing Party".

Date: March 22, 2025

NON-DISCLOSURE AGREEMENT (NDA) FOR SOFTWARE

This Non-Disclosure Agreement ("Agreement") is made and entered into on this [Date], by and between:

- The disclosing party, Software Development, a Sole Proprietorship in the [Industry] industry, having its principal place of business at [Address], hereinafter referred to as the "Disclosing Party".

- The receiving party, [Company Name], a Corporation in the Entertainment industry, operating in Kerala, hereinafter referred to as the "Receiving Party".

AGREEMENT

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. **Confidential Information**: Any non-public information disclosed by the Disclosing Party to the Receiving Party, which may include, but is not limited to, proprietary software, source code, algorithms, customer lists, business plans, and technical data.

OBLIGATIONS

2. **Confidentiality**: The Receiving Party agrees that all Confidential Information shall be maintained in strict confidence and shall not be disclosed to any third party without the prior written consent of the Disclosing Party.

3. **Use of Information**: The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and engaging in discussions concerning a potential business relationship with the Disclosing Party.

4. **Limitation on Disclosure**: The Receiving Party shall restrict access to the Confidential Information to those of its employees, agents, or contractors who have a need to know the information for the purpose stated herein and shall ensure that such authorized individuals are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

TERM AND TERMINATION

5. **Term**: This Agreement shall commence on the date first written above and shall remain in effect for a period of [Term], unless terminated earlier by mutual written agreement of the parties.

6. **Return of Information**: Upon termination of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof in its possession.

GENERAL PROVISIONS

7. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of Kerala.

8. **Entire Agreement**: This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral.

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

Disclosing Party:

Signature: _____ Date: _____

Software Development

Receiving Party:

Signature: _____ Date: _____

[Company Name]