NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

Date: March 24, 2025

NON-DISCLOSURE AGREEMENT

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

[Company Name], a Sole Proprietorship, located at [Address], Maharashtra, India, hereinafter referred to as "Disclosing Party";

AND

[Recipient Name], residing at [Address], hereinafter referred to as "Receiving Party".

WHEREAS, the Disclosing Party possesses certain confidential information related to software development in the e-commerce/retail industry;

WHEREAS, the Receiving Party desires to obtain and review confidential information disclosed by the Disclosing Party for the purpose of evaluating potential business opportunities.

NOW, THEREFORE, the parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 The term "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, electronically, or in any other form, that is identified as confidential or that reasonably should be understood to be confidential.

1.2 Confidential Information includes, but is not limited to, trade secrets, financial information, business strategies, software code, product design, customer lists, and any other proprietary information.

2. NON-DISCLOSURE OBLIGATIONS

2.1 The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the Disclosing Party.

2.2 The Receiving Party shall only use the Confidential Information for the purpose of evaluating potential business opportunities and shall take all necessary precautions to prevent unauthorized disclosure.

3. EXCEPTIONS TO CONFIDENTIALITY

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

- Is already known to the Receiving Party at the time of disclosure.

- Is or becomes publicly known through no wrongful act of the Receiving Party.

- Is independently developed by the Receiving Party without the use of the Confidential Information.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective as of 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 upon written notice if the other party breaches any provision of this Agreement.

5. GOVERNING LAW

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

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

Disclosing Party:

Signature: _____

Date: _____

Receiving Party:

Signature: _____

Date: _____