

# NON-DISCLOSURE AGREEMENT (NDA)

## For: Freelancing

Date: March 22, 2025

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

This Non-Disclosure Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Freelancing, a limited liability company registered under the laws of Arunachal Pradesh, India, with its principal place of business at [Address], hereinafter referred to as "Disclosing Party," and \_\_\_\_\_ [Name], with its principal place of business at [Address], hereinafter referred to as "Receiving Party."

### **\*\*RELEVANT TERMS\*\***

1. **\*\*CONFIDENTIAL INFORMATION\*\***: For the purposes of this Agreement, "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or through any other means, that is not publicly available or known to the Receiving Party.
2. **\*\*PROTECTION LEVEL\*\***: The parties acknowledge that the protection level under this Agreement is 2 out of 3.
3. **\*\*MUTUAL CONFIDENTIALITY\*\***: The Receiving Party agrees to hold all Confidential Information provided by the Disclosing Party in strict confidence and to use such Confidential Information solely for the purpose of discussing potential business opportunities between the parties.
4. **\*\*ARBITRATION PROVISION\*\***: Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

### **\*\*REPRESENTATIONS AND WARRANTIES\*\***

1. The Receiving Party agrees to exercise the same degree of care to avoid disclosure of the Confidential Information of the Disclosing Party as it exercises with its own confidential information, but in no event less than reasonable care.

2. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

## **\*\*TERM AND TERMINATION\*\***

1. This Agreement shall become effective as of the date first written above and shall remain in full force and effect for a period of [XX] years from the date of disclosure of the Confidential Information.

2. Upon termination of this Agreement, the Receiving Party shall promptly return or destroy all physical or electronic copies of the Confidential Information in its possession.

## **\*\*GENERAL PROVISIONS\*\***

1. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, discussions, or representations, whether written or oral. Any modification of this Agreement must be in writing and signed by both parties.

2. This Agreement shall be governed by and construed in accordance with the laws of Arunachal Pradesh without regard to its conflict of law principles.

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

**\*\*Disclosing Party:\*\*** \_\_\_\_\_ **\*\*Date:\*\*** \_\_\_\_\_

**\*\*Receiving Party:\*\*** \_\_\_\_\_ **\*\*Date:\*\*** \_\_\_\_\_

By signing below, the parties indicate their acknowledgement and acceptance of the terms of this Agreement.

[Signature Page follows for both parties to sign.]

This document is issued for informational purposes only and does not constitute legal advice. It is recommended that you seek legal counsel to review and customize this Non-Disclosure Agreement based on specific business circumstances and legal requirements in Arunachal Pradesh.