

# NON-DISCLOSURE AGREEMENT (NDA)

## For: Software

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, [Name of Sole Proprietorship], a Sole Proprietorship in the Entertainment industry, having its principal place of business at [Address], hereinafter referred to as the "Disclosing Party", and
- The receiving party, [Name of Receiving Party], having its principal place of business at [Address], hereinafter referred to as the "Receiving Party".

### **\*\*RECITALS:\*\***

- The Disclosing Party possesses certain confidential information related to their software, including but not limited to, source code, algorithms, trade secrets, and business strategies (hereinafter collectively referred to as the "Confidential Information").
- The Receiving Party wishes to receive and evaluate the Confidential Information for the purpose of a potential business relationship between the Parties.

### **\*\*AGREEMENT:\*\***

### **\*\*CONFIDENTIALITY OBLIGATIONS:\*\***

- The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose any part of the Confidential Information to any third party without the

prior written consent of the Disclosing Party, except as provided herein.

**\*\*USE OF CONFIDENTIAL INFORMATION:\*\***

- The Receiving Party agrees not to use the Confidential Information for any purpose other than the evaluation and pursuit of the potential business relationship between the Parties.

**\*\*LIMITATIONS ON DISCLOSURE:\*\***

- The Receiving Party may disclose the Confidential Information to its employees, contractors, or advisors on a need-to-know basis provided that they are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

**\*\*TERM:\*\***

- This Agreement shall remain in effect for a period of [Number] years from the date of this Agreement.

**\*\*GOVERNING LAW:\*\***

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

**\*\*REMEDIES:\*\***

- The Parties agree that a breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate, and therefore, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available.

**\*\*ENTIRE AGREEMENT:\*\***

- 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 first above written.

**\*\*DISCLOSING PARTY:\*\***

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*RECEIVING PARTY:\*\***

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**\*\*[End of Agreement]\*\***

Please review the document carefully before signing.