

# NON-DISCLOSURE AGREEMENT (NDA)

For: eductrtr

Date: March 22, 2025

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

**\*\*THIS NON-DISCLOSURE AGREEMENT ("Agreement")\*\*** is entered into as of [Date] by and between:

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

1. [Eductrtr], a Corporation registered in Manipur, with its principal place of business at [Address] ("Disclosing Party"), and
2. [Recipient's Name], with its principal place of business at [Address] ("Receiving Party").

**\*\*INTRODUCTION:\*\***

The parties desire to explore a business relationship (the "Purpose") to discuss certain confidential information for the Protection Level of 2 out of 3.

**\*\*DEFINITIONS:\*\***

1. **\*\*Confidential Information:\*\*** Any and all information disclosed by the Disclosing Party to the Receiving Party, marked as confidential or disclosed in a manner that a reasonable person would understand as confidential. This includes, but is not limited to, trade secrets, business strategies, financial information, and proprietary technology.
2. **\*\*Recipient's Personnel:\*\*** Employees, advisors, consultants, or agents of the Receiving Party who receive Confidential Information.

3. **\*\*Purpose:\*\*** The specific reason for the disclosure of Confidential Information as stated in this Agreement.

## **\*\*TERMS AND CONDITIONS:\*\***

### **1. \*\*CONFIDENTIALITY OBLIGATIONS:\*\***

- The Receiving Party agrees to hold all Confidential Information in strict confidence and to take all necessary precautions to prevent unauthorized disclosure.
- The Receiving Party shall limit disclosure of Confidential Information to Recipient's Personnel on a need-to-know basis.
- The Receiving Party shall not use the Confidential Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party.

### **2. \*\*EXCEPTIONS:\*\***

- Confidential Information does not include information that:
- Is or becomes publicly known through no fault of the Receiving Party.
- Was rightfully in the possession of the Receiving Party prior to disclosure.
- Is independently developed by the Receiving Party without reference to the Confidential Information.

### **3. \*\*DURATION:\*\***

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

### **4. \*\*RETURN OF INFORMATION:\*\***

- Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including any copies, notes, or extracts thereof.

## **5. \*\*REMEDIES:\*\***

- The parties agree that a breach of this Agreement may result in irreparable harm to the Disclosing Party, and that monetary damages may not be a sufficient remedy. In such cases, the Disclosing Party shall be entitled to seek injunctive relief.

## **\*\*SIGNATURE:\*\***

In witness whereof, the parties have executed this Agreement as of the date first above written.

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

[Signature] \_\_\_\_\_

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

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

[Signature] \_\_\_\_\_

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

## **\*\*WITNESS:\*\***

**\*\*Witness Name:\*\*** \_\_\_\_\_

**\*\*Witness Signature:\*\*** \_\_\_\_\_

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

**\*\*State of Manipur, India\*\***