

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****