

NON-DISCLOSURE AGREEMENT (NDA)

For: Software

Date: March 22, 2025

****NON-DISCLOSURE AGREEMENT (NDA) for SOFTWARE - SOLE PROPRIETORSHIP IN THE E-COMMERCE/RETAIL INDUSTRY****

****PROTECTION LEVEL: 2 out of 3****

****THIS NON-DISCLOSURE AGREEMENT ("Agreement")**** is entered into on this ____ day of _____, 20__, by and between:

****Disclosing Party:****

Name: [Name]

Address: [Address]

(Hereinafter referred to as the "Disclosing Party")

****Receiving Party:****

Name: [Name]

Address: [Address]

(Hereinafter referred to as the "Receiving Party")

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

****WHEREAS****, the Receiving Party desires to access and utilize such confidential information for the sole purpose of the protection and advancement of their business interests.

****NOW, THEREFORE****, in consideration of the mutual promises and covenants contained herein, the Disclosing Party and the Receiving Party agree as follows:

****1. CONFIDENTIAL INFORMATION****

1.1 Definition: "Confidential Information" shall mean any non-public, proprietary, and confidential information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or digital form, including, but not limited to, software codes, algorithms, business plans, and customer data.

1.2 Exclusions: The following shall not be considered Confidential Information:

- Information that is or becomes publicly known through no fault of the Receiving Party.
- Information independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

****2. USE AND DISCLOSURE RESTRICTIONS****

2.1 Use: The Receiving Party shall use the Confidential Information solely for the purpose stated above and shall not use it for any other purpose without the prior written consent of the Disclosing Party.

2.2 Disclosure: The Receiving Party shall not disclose, distribute, or otherwise make the Confidential Information available to any third party without the prior written consent of the Disclosing Party.

****3. INTELLECTUAL PROPERTY PROTECTION****

3.1 Ownership: All intellectual property rights, including but not limited to copyrights, patents, and trademarks, in the Confidential Information shall remain the exclusive property of the Disclosing Party.

3.2 Protection: The Receiving Party shall take all necessary measures to protect the Confidential Information, including implementing reasonable security measures to prevent unauthorized access, use, or disclosure.

****4. TERM AND TERMINATION****

4.1 Term: This Agreement shall commence on the date first written above and shall remain in effect for a period of [insert duration] years.

4.2 Termination: Either party may terminate this Agreement upon written notice if the other party breaches any provision herein. Upon termination, the Receiving Party shall promptly return or destroy all Confidential Information.

****5. MISCELLANEOUS****

5.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Manipur.

****SIGNATURE:****

Disclosing Party: _____ Date: _____

Receiving Party: _____ Date: _____

****ACKNOWLEDGEMENT****

The Receiving Party acknowledges receipt of the Confidential Information and agrees to be bound by the terms and conditions of this Agreement.

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

[Signature blocks for both parties]

This Non-Disclosure Agreement is effective as of the date first written above.