

# NON-DISCLOSURE AGREEMENT (NDA)

## For: Freelancing

Date: March 22, 2025

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

**\*\*THIS NON-DISCLOSURE AGREEMENT ("Agreement")\*\*** is entered into as of [Effective Date], by and between Freelancing, a limited liability company organized and existing under the laws of Arunachal Pradesh, India, with its principal place of business at [Company Address] ("Disclosing Party"), and [Recipient Name], with its address at [Recipient Address] ("Receiving Party").

### **\*\*BACKGROUND\*\***

A. Disclosing Party possesses certain confidential and proprietary information related to its financial services business.

B. Receiving Party desires to disclose services to information to Recipient for the purpose of [purpose], and acknowledges that such information is confidential and proprietary.

**\*\*NOW, THEREFORE\*\***, in consideration of the premises and mutual covenants contained herein, the Parties hereby agree as follows:

### **\*\*1. DEFINITIONS\*\***

**\*\*1.1 "Confidential Information"\*\*\*** means any data or information, oral or written, which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to financial information, customer lists, business plans, and any other information marked or identified as confidential.

### **\*\*2. NON-DISCLOSURE OBLIGATIONS\*\***

**\*\*2.1\*\*** Recipient agrees to hold all Confidential Information in strict confidence and shall not disclose such information to any third party without the prior written consent of Disclosing Party.

**\*\*2.2\*\*** Recipient shall use the Confidential Information only for the purpose set forth in this Agreement.

**\*\*2.3\*\*** Recipient shall take all necessary precautions to protect the confidentiality of the Confidential Information, including but not limited to implementing reasonable security measures.

### **\*\*3. EXCEPTIONS\*\***

**\*\*3.1\*\*** The obligations of confidentiality under this Agreement shall not apply to any information that:

- Is or becomes publicly available without breach of this Agreement;
- Is rightfully received by Recipient from a third party without restriction on disclosure; or
- Is independently developed by Recipient without reference to the Confidential Information.

### **\*\*4. ARBITRATION\*\***

**\*\*4.1\*\*** Any dispute arising out of or in connection with this Agreement shall be exclusively settled through binding arbitration in accordance with the laws of Arunachal Pradesh, India. The arbitral tribunal shall consist of [number] arbitrators appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

### **\*\*5. TERM AND TERMINATION\*\***

**\*\*5.1\*\*** This Agreement shall commence on the Effective Date and remain in effect for a period of [Number] years from the date of first disclosure of Confidential Information.

**\*\*5.2\*\*** Either party may terminate this Agreement by providing written notice to the other party, and upon termination, all obligations of confidentiality shall survive.

### **\*\*6. MISCELLANEOUS\*\***

**\*\*6.1\*\*** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and understandings.

**\*\*6.2\*\*** This Agreement shall be governed by and construed in accordance with the laws of Arunachal Pradesh, India.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date written above.

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

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

**\*\*Recipient:\*\***

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