

NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

Date: March 22, 2025

****NON-DISCLOSURE AGREEMENT (NDA) FOR SOFTWARE DEVELOPMENT****

This Non-Disclosure Agreement ("Agreement") is entered into on this _____ day of _____, 20__, by and between:

[Company Name] ("Disclosing Party"), a limited liability company registered in Assam, India, and

[Recipient Name] ("Recipient"), an individual or entity.

****BACKGROUND****

The Disclosing Party is engaged in the business of software development in the E-commerce/Retail industry. The Recipient desires to disclose certain confidential information to the Disclosing Party for the purpose of exploring a potential business relationship.

****DEFINITIONS****

1. "Confidential Information" means any information disclosed by the Disclosing Party to the Recipient, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. "Parties" means the Disclosing Party and the Recipient collectively.

****TERMS AND CONDITIONS****

1. **CONFIDENTIALITY OBLIGATIONS**

a. The Recipient agrees to hold the Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the Disclosing Party.

b. The Recipient agrees to use the Confidential Information solely for the purpose of evaluating and engaging in discussions concerning a potential business relationship between the Parties.

2. **LIMITATIONS ON USE**

a. The Recipient shall not reproduce, copy, or disclose any Confidential Information without the prior written consent of the Disclosing Party.

b. The Recipient shall take all reasonable precautions to prevent unauthorized disclosure of the Confidential Information.

3. **ARBITRATION**

a. Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in Assam in accordance with the Arbitration and Conciliation Act, 1996.

b. The decision of the arbitrators shall be final and binding on both Parties.

4. **TERM**

This Agreement shall remain in effect for a period of [X] years from the date of signing unless terminated earlier by mutual agreement of the Parties.

****GOVERNING LAW****

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

****SIGNATURE****

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

****Disclosing Party:****

Signature: _____ Date: _____

Name: _____

Title: _____

****Recipient:****

Signature: _____ Date: _____

Name: _____

Title: _____

This Non-Disclosure Agreement is effective upon the signature of both Parties.