

NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

Date: March 24, 2025

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

THIS NON-DISCLOSURE AGREEMENT ("NDA") is made and entered into as of the [Date] ("Effective Date"), by and between:

[Name of Sole Proprietorship], a Sole Proprietorship duly organized and existing under the laws of Maharashtra, India, with its principal place of business located at [Address] ("Disclosing Party"),

and

[Recipient's Name], an individual residing at [Recipient's Address] ("Recipient").

WHEREAS, Disclosing Party possesses certain confidential and proprietary information pertaining to software development;

WHEREAS, Recipient agrees to take all reasonable measures to protect such confidential information during the course of discussions and any potential business relationship;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

****TERMS AND CONDITIONS:****

1. **CONFIDENTIAL INFORMATION:**

- For the purposes of this NDA, "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Recipient in connection with the software development business, including but not limited to technical data, financial information, software code, and business strategies.

2. **NON-DISCLOSURE OBLIGATION:**

- Recipient agrees to hold all Confidential Information in strict confidence and to take all necessary precautions to protect such information from disclosure to any third party.

3. **LIMITED USE:**

- Recipient agrees to use the Confidential Information solely for the purpose of evaluating a potential business relationship with the Disclosing Party and not for any other purpose.

4. **EXCEPTIONS:**

- The obligations of confidentiality set forth herein shall not apply to any information that:
 - Is or becomes publicly known through no fault of the Recipient.
 - Was lawfully known to the Recipient prior to disclosure by the Disclosing Party.
 - Is independently developed by the Recipient without reference to the Confidential Information.

5. **RETURN OF INFORMATION:**

- Upon the written request of the Disclosing Party or upon termination of discussions between the parties, the Recipient shall promptly return or destroy all Confidential Information.

6. **REMEDIES:**

- Recipient acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, and in such event, the

Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies.

****IN WITNESS WHEREOF,**** the parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

****Disclosing Party:****

[Signature] _____ ****Date:**** _____

****Recipient:****

[Signature] _____ ****Date:**** _____

****[Name of Sole Proprietorship]****

By: _____

Name:

Title:

****[Recipient's Name]****

Recipient's Signature: _____

Recipient's Printed Name: