

NON-DISCLOSURE AGREEMENT (NDA)

For: [Business Name]

Date: March 22, 2025

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

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

****[Business Name], a Sole Proprietorship****

****Address:** [Business Address]**

****City:** [City], State of Manipur**

**** AND ****

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

****Address:** [Recipient's Address]**

****City:** [City], State of Manipur**

****WHEREAS****, [Business Name] and Recipient (collectively referred to as the "Parties") desire to explore a business relationship (the "Purpose") in connection with the Entertainment industry.

****NOW, THEREFORE****, in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

1.1 **Definition:** "Confidential Information" shall mean any and all information, whether written or oral, disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") 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.

1.2 **Exclusions:** Confidential Information shall not include any information that:

- Is or becomes publicly known through no wrongful act of the Recipient;
- Was rightfully in the Recipient's possession before receipt from the Disclosing Party;
- Is independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; or
- Is rightfully obtained by the Recipient from a third party without restrictions.

****2. OBLIGATIONS OF RECIPIENT****

The Recipient agrees to:

2.1 **Use of Confidential Information:** Use the Confidential Information solely for the Purpose and not for any other purpose.

2.2 **Protection:** Take all reasonable measures to protect the confidentiality of the Confidential Information, including but not limited to safeguarding it from unauthorized use, disclosure, or access.

2.3 **Non-Disclosure:** Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

****3. TERM AND TERMINATION****

3.1 **Term:** This Agreement shall commence on the Effective Date and shall remain in effect for a period of [Agreed Upon Term] years from the Effective Date.

3.2 **Termination:** This Agreement may be terminated by either Party upon a material breach by the other Party, with written notice.

****4. MISCELLANEOUS****

4.1 ****Assignment:**** This Agreement is personal to the Parties and may not be assigned without the prior written consent of the other Party.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

****[Business Name]****

Signature: _____ Date: _____

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

Signature: _____ Date: _____

This Non-Disclosure Agreement shall be deemed effective as of the date first above written.

****[Business Name], a Sole Proprietorship****

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