

NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

Date: March 24, 2025

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

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on this [Date], by and between:

[Company Name], a Sole Proprietorship in the Food Service industry, operating in Maharashtra, India, hereinafter referred to as the "Disclosing Party,"

AND

[Recipient's Name], hereinafter referred to as the "Recipient."

WHEREAS, the Disclosing Party possesses confidential information related to software development; and

WHEREAS, the Recipient desires to review, discuss, and potentially use the confidential information for the purpose of [Purpose of Disclosure], subject to the terms and conditions set forth in this Agreement.

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

****1. DEFINITIONS****

1.1 "Confidential Information" means any and all information disclosed by the Disclosing Party to the Recipient, including but not limited to software code, technical data, know-how, trade secrets, and any other proprietary information.

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

2.1 The Recipient agrees to maintain the confidentiality of the Confidential Information and to use it solely for the Purpose of Disclosure.

2.2 The Recipient shall not disclose, transfer, or make available the Confidential Information to any third party without the prior written consent of the Disclosing Party.

2.3 The Recipient shall take all necessary precautions to safeguard the Confidential Information from unauthorized use, access, or disclosure.

****3. EXCEPTIONS****

3.1 The obligations set forth in this Agreement shall not apply to any information that:

- Is or becomes publicly available through no fault of the Recipient;
- Is rightfully received by the Recipient from a third party without restrictions on disclosure; or
- Is independently developed by the Recipient without reference to the Confidential Information.

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

4.1 This Agreement shall commence on the date first written above and remain in effect for a period of [Duration] months/years from the date of disclosure of the Confidential Information.

4.2 Either party may terminate this Agreement by providing written notice to the other party if there is a breach of any provision contained herein.

****5. GENERAL****

5.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

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

****SIGNATURES****

Disclosing Party:

Signature: _____ Date: _____

Recipient:

Signature: _____ Date: _____

[Signature]

Date: [Date]