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 as of [Date], by and between:

- [Your Name], a Sole Proprietorship entity in the E-commerce/Retail industry, located at [Business Address], Karnataka, India ("Disclosing Party"), and

- [Recipient's Name], located at [Recipient's Address] ("Receiving Party").

RELEVANT DEFINITIONS

1. **Confidential Information**: Any information disclosed by the Disclosing Party to the Receiving Party relating to the Software Development project, including but not limited to, trade secrets, software code, designs, business strategies, and financial information.

2. **Effective Date**: The date of execution of this Agreement.

STRICTLY CONFIDENTIALITY

1. The Receiving Party acknowledges that the Confidential Information provided by the Disclosing Party is proprietary and confidential.

2. The Receiving Party agrees to maintain strict confidentiality and not disclose the Confidential Information to any third party without the express written consent of the Disclosing Party.

PERMITTED DISCLOSURES

1. The Receiving Party may disclose the Confidential Information to its employees or contractors on a need-to-know basis, provided that such personnel are bound by written confidentiality obligations at least as restrictive as those contained in this Agreement.

EXCEPTIONS

1. The obligations of confidentiality shall not apply to any information that:

- Is or becomes publicly known through no wrongful act of the Receiving Party.

- Is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation.

USE RESTRICTIONS

1. The Receiving Party agrees to use the Confidential Information solely for the purpose of Software Development and not for any other purpose without prior written consent from the Disclosing Party.

ARBITRATION

1. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be [City], Karnataka, and the language of the arbitration shall be English.

TERM AND TERMINATION

1. This Agreement shall remain in effect for a period of [Number of Years] years from the Effective Date.

2. Either Party may terminate this Agreement with immediate effect by providing written notice if the other Party breaches any provision of this Agreement.

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

DISCLOSING PARTY:

Signature: _____ Date:_____

RECEIVING PARTY:

Signature: _____ Date:_____