NON-DISCLOSURE AGREEMENT (NDA)

For: Software Development

NON-DISCLOSURE AGREEMENT (NDA) FOR SOFTWARE DEVELOPMENT

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

DISCLOSING PARTY:

[Name of Sole Proprietorship], a Sole Proprietorship in the Food Service industry, operating in Maharashtra, India.

RECEIVING PARTY:

[Name of Software Development Company], a software development company.

RECITALS

WHEREAS, the Disclosing Party possesses certain valuable and confidential information related to its business operations, including but not limited to software development processes, algorithms, proprietary software, and customer data, and desires to disclose such information to the Receiving Party;

WHEREAS, the Receiving Party desires to receive such confidential information for the purpose of evaluating potential business opportunities;

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

TERMS AND CONDITIONS

1. **Confidential Information**: The term "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or by any other means, 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. **Protection of Confidential Information**:

   - The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party.

   - The Receiving Party shall only use the Confidential Information for the purpose of evaluating business opportunities and shall not use it for any other purpose without the Disclosing Party's express written consent.

3. **Exceptions**: The obligations set forth in this Agreement shall not apply to any information that:

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

   - Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

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

4. **Term**: This Agreement shall remain in effect for a period of [Insert Duration] from the date of this Agreement.

GOVERNING LAW

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

SIGNATURE

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

Disclosing Party:

Signature: _____ Date: _____

[Name of Authorized Signatory]

Receiving Party:

Signature: _____ Date: _____

[Name of Authorized Signatory]

This Agreement sets forth the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations relating to such subject matter.