This Non Disclosure and Confidentiality Agreement ("the Agreement") is made effective on

Date: XX, Month, 2024

Between	And
"**Honest Digital Service Pvt. Ltd.**"	"**Client Name**"
("The Service Provider")	("The Client")

WHEREAS

A. The parties are in the process of evaluating a potential relationship whereby the Client will retain the services of the Service Provider set out in Schedule I.
The Service Provider possesses information, data, creatives, art work and other such materials which it considers confidential and proprietary in nature and which constitute trade secrets of the Service Provider.

B. The parties acknowledge and agree that assessment of the potential business relationship between the parties may require disclosure of some or all of this confidential and proprietary information to the Client.

C. The Client assures the Service Provider that the confidential and proprietary information is protected from disclosure.

Now therefore, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. This Agreement shall be valid till the time a new NDA has been put into the motion.
2. Neither Party is required to disclose any particular information to the other and any disclosure is entirely voluntary and is not intended to, and shall not, create or modify any contractual or other relationship or obligation of any kind between the parties beyond the terms of this Agreement. Furthermore, neither this Agreement, nor any exchange of information under it, will be construed as creating, conveying, transferring, granting or conferring upon the other, any rights, license or authority in or to the information exchanged or otherwise.

3. Both parties acknowledge and agree that the exchange of information hereunder shall not commit or bind either party to enter into a contract or otherwise. Neither party shall rely on any information exchanged as a commitment or an inducement to act or not to act in any given manner. Correspondingly, neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to rely on any information exchanged hereunder or use such information in accordance with this Agreement.

4. The Client agrees to use the Confidential Information only for the purposes of evaluating Potential Transaction between the Parties. The Client agrees to regard and preserve as confidential, all Confidential Information of the Service Provider which may be obtained from any source as a result of this Agreement. In maintaining confidentiality hereunder, the Client agrees it shall not disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) any Confidential Information. The Client agrees that its own use and/or distribution of the Service Provider's Confidential Information shall be limited to its own employees on a "need to know" basis; specifically related to its use or evaluation of Confidential Information, unless it is meant for the exclusive use of the client and solely for the benefit of its business, products and/or customers. The Client shall advise representatives who receive any Confidential Information of its obligations hereunder and assume full responsibility for any breach by them of such obligations.

CONFIDENTIALITY

The Client hereby covenants and agrees that it shall have the affirmative obligation to hold the Confidential Information (Defined below) in the strictest of confidence and to protect the Confidential Information from disclosure to any third party. The Client shall take all steps necessary to protect the Confidential Information from disclosure and shall implement internal procedures to guard against such disclosure. The Client shall advise each person to which disclosure is permitted herein that such information is the Confidential and Proprietary property of the Service Provider and may not be disclosed to others or used for the purposes of the party to whom disclosure is being made.

RETURN OF CONFIDENTIAL INFORMATION

Upon request from the Service Provider or upon termination of business relationship or negotiations in furtherance of potential business relationship and evaluations between the parties. The Client shall, however, be permitted to make, retain or distribute copies of any Confidential Information but shall not create any other documents, memorandum, correspondence, outline, presentation, imitation models/ specimens in any form whatsoever, that includes any of the Confidential Information.

DEFINITIONS

For the purposes of this Agreement, the term "Confidential Information" shall include but not be limited to specific information relating to a project or work effort contemplated by the parties, software and website products, website source code or any related codes in all formats, analytical data, any other information in the nature of document, design, sketch, plan, codes, information technology, content, solutions, audio, video, graphics, etc. that pertain to the services set out in Schedule I. However, confidential information like mentioned hereinabove and meant for the exclusive use of the Client for furtherance of their business interests shall be handed over to the Client at the end of the project/ term of the specific agreement subject to the Client having made full and final payment of the service provider.

Both parties agree that the information will not be considered "Confidential Information" to the extent, but only to the extent, that such information:

A. is already known to the receiving party free of any confidentiality obligation at the time it is obtained

B. is or becomes publicly known through no wrongful act of the receiving party

C. is rightfully received by the receiving party from a third party without restriction and without breach of this Agreement

D. s required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement and such disclosures will be limited to the information requested.

INDEMNIFICATION

The Client shall at all times during the term of this Agreement and thereafter indemnify, defend and hold harmless the Service Provider against all claims, prosecutions, proceedings, demands, damages, costs, losses, expenses and liabilities of any kind whatsoever, including legal expenses and attorney's fee, arising out of the misuse or alleged misuse of any Confidential Information provided or made available or falling accessible to the Client by virtue of this Agreement, resulting from, or caused by any breach, undertaking, covenant default or non performance of this Agreement or otherwise arising out of or in connection with this Agreement or by any act or omission of the persons engaged by the Client.

INJUNCTIVE RELIEF

The Client agrees and acknowledges that in the event of the breach of the Agreement, covenant or undertaking of this Agreement, the Service Provider shall sustain irreparable harm for which monetary damages would not be an adequate remedy and therefore without prejudice, the Service Provider shall be entitled to seek immediate injunctive relief, in addition to any other remedies available at law. The Client shall indemnify and hold harmless the Service Provider from any damages, losses, costs, and expenses including reasonable attorney and other professional fees arising from or related to any such act of breach of the present Agreement by the Client.

INTEGRATION

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement will not be amended except in writing with the acknowledgment of the parties. If any of the provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. In no event shall the Service Provider be liable to the Client for any indirect, incidental, special, punitive, exemplary or consequential damages arising out of or in connection with the Agreement.

The parties acknowledge that Confidential Information disclosed is provided "as is" and the disclosing party makes no representations or warranties of any kind, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

ARBITRATION

All disputes between the parties relating to this Agreement shall be referred to arbitration before a sole arbitrator to be mutually appointed by the Service Provider and the Client. The arbitration shall be conducted in Delhi, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

JURISDICTION

In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this Agreement, the Courts of Delhi shall have exclusive jurisdiction over the disputes and the jurisdiction of other courts stands specifically excluded.

GOVERNING LAWS

This Agreement shall be governed by the laws of India.

Between
"Honest Digital Service Pvt. Ltd."
("The Service Provider")

Registered Address
C-311, Vivek Vihar
Sector 82, Noida- 201304

And
"Client Name"
("The Client")

Client Address

Date: XX, Month, 2024