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NON-DISCLOSURE AGREEMENT

THIS Non Disclosure Agreement (NDA) is made and entered into on **15th** day of the **October** month of **2020** (Effective Date)

BETWEEN

Thinkgroupy private limited, a private company, incorporated under Companies Act, 1956 or Companies Act, 2013, governed by the Companies Act, 2013 and the corresponding company rules and having its registered office at **Sunrise enclave, Phase 2, bareilly**, Pin - **243006** and having **Mr. Saurabh Singh**, an **Indian** National, residing at **katra chand khan pajaya, old city, Bareilly**, Pin - **243005**, as its Authorized Signatory. (hereinafter referred to as either 'Receiving Party' or 'Disclosing Party' as defined hereunder, depending upon the transaction between the parties herein, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART

AND

Amit singh Age: **23**, citizen of **Indian**, **son of Mr. shyam singh** currently residing in **katra chand kha pajaya, old city, bareilly**, Pin - **243005**. (hereinafter referred to as either 'Receiving Party' or 'Disclosing Party' as defined hereunder, depending upon the transaction between the parties herein, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors and administrators) of the SECOND PART

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

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WHEREAS, either Party possesses certain confidential proprietary information;

WHEREAS, the Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the **Thinkgroupy website. Code we will be using for the website, Safeguarding the project details, safeguarding of Proprietary code, Confidential Passwords. We could share the passwords of certain id so that website(thinkgroupy.com) will work in a better way. You can never use the code for your personal use or the idea on which we are working. You even have to make sure that you never share the Django application that you make for us with anybody else. (the 'Project').**

WHEREAS the Parties may, in these evaluations, discussions and negotiations, disclose to each other, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates) information that is technically and /or commercially confidential.

WHEREAS the Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreements herein contained, and for other good and valuable consideration, adequacy of which is hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS :

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1) Disclosing Party :

means the Party disclosing Confidential Information to the other Party under this Agreement.

2) Receiving Party :

means the Party receiving Confidential Information from the other Party under this Agreement.

3) Purpose/Project :

means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of "Project" envisaged under this agreement.

4) Affiliate :

means any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

5) Contemplated Agreement :

means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

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2. Confidential Information :

means any information, which shall include but is not limited to technical and business information relating to Company's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, design, diagrams, drawings, specifications, fabrications, techniques, models, prototypes, data, object code, documentation manuals, flow charts, schematics, research, process, procedures, functions, know-how, processes, product specifications, raw materials, product samples, inventions, concepts and any other technical and/or commercial information, trade secrets, market opportunities, marketing techniques, marketing and development plans, business strategy, business plans, business or financial affairs of the Parties, profit and margin information, current and future business plans and models, customer names and other information related to pricing policies and financial information, agreements executed by the Company disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) and any similar information furnished or disclosed by one party to the other party, regardless of whether such information is designated as "confidential" or not under this Agreement.

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1) Such Confidential Information shall also include but shall not be limited to

- a .** information disclosed by the one party to the other party in writing marked as 'confidential' at the time of disclosure;
- b .** information disclosed by the one party to the other party orally which is stated to be 'confidential' at the time of disclosure;
- c .** information disclosed in any other manner is designated in writing as 'Confidential Information' at the time of disclosure; or
- d .** notwithstanding sub-clauses a, b and c of this definition, any information whose nature makes it obvious that it is confidential.

2) Such Confidential Information shall not include any information which:

- a .** is, at the time of disclosure, publicly known; or
- b .** becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- c .** the Receiving Party can demonstrate, by its written records, that such information was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- d .** is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
- e .** the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, that it has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

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3. Non-Disclosure of Confidential Information :

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1) In consideration of the disclosure of Confidential Information by the one party to the other party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors, legal heirs or assigns, not to disclose Confidential Information to any third party, unless in accordance with "Permitted Disclosure of Confidential Information" herein.

2) In addition to the undertaking in above sub-clause, the Receiving Party shall be liable for:

a . any loss, theft or other inadvertent disclosure of Confidential Information, and

b . any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

3) The Receiving Party understands and agrees that:

a . any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

b . a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

4) The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

4. Use of Confidential Information :

The Receiving Party is entitled to use the Confidential Information only for the Purpose.

5. Permitted Disclosure of Confidential Information: :

1) The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

2) The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

3) The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4) Notwithstanding first sub-clause of "Non-Disclosure of Confidential Information" hereinabove, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other government body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

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6. Copying and Return of Furnished Instruments :

1) The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

2) All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

3) At any time upon request from the Disclosing Party, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within Two (2) days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

7. Non-Disclosure of Negotiations :

Except as provided in "Permitted Disclosure of Confidential Information" hereinabove, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause shall survive the termination of this Agreement.

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8. Term and Termination :

1) This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

2) This Agreement shall remain in force for One **1** years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

3) The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of Two **2** years from the date of disclosure of Confidential Information.

9. Intellectual Property Rights: :

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

10. Return of Confidential Information: :

The Receiving Party agrees, upon termination of the Business Purposes, at its own cost, to deliver/return or procure the return, promptly and in any event within Two (**2**) days of receipt of such request, to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

11. No Solicitation of Employees: :

The Receiving Party agrees that it will not, for a period of One (**1**) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

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12. Future Agreements: :

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

13. Amendments: :

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

14. Successors and Assigns: :

Neither Party shall have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

15. Severance of terms: (Separation or Split) :

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

16. Governing Law: :

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

17. Dispute: :

In case of any dispute arising out of or relating to this agreement, the Parties submit to .

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18. *General: :

1) Upon One (1) days written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to cooperate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

2) The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application within its own organization, or with any other third party.

3) In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of FIRST PART
Details of Authorized Signatory

Sign : ____

Name : **Mr. Saurabh Singh**

Designation : **FOUNDER & CEO**

Address : **katra chand khan pajaya, old city, Bareilly, Pin - 243005**

ID Proof : **797158556202**

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For and on behalf of SECOND PART
Details of Authorized Signatory

Sign : ____

Name : **Amit singh**

Address : **katra chand kha pajaya, old city, bareilly, Pin -
243005. ID Proof : 797158556202**

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