

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into on this **09/08/2025**, by and between:

1. PARTIES

ZION WEB SERVICES

A proprietary Micro Enterprise registered under UDYAM Registration No. **UDYAM-PB-12-0185304**, having its principal place of business at:
2nd Floor, Sandhu Tower – 1, Ferozepur Road, Ludhiana, Punjab – 141001, India,
Email: **rjain22061998@gmail.com**, Mobile: **+91 97734 24794**,
Proprietor: **Mr. Rishab Jain (PAN: BKGPJ4802C)**,
hereinafter referred to as the "**Disclosing Party**" or "**Zion**",

AND

Mr. Rishabh

hereinafter referred to as the "**Receiving Party**" or "**Contractor**",

Collectively referred to as the "Parties" and individually as a "Party."

2. PURPOSE

Zion Web Services, in collaboration with **SARVAYA**, provides professional website design and development services, including **Shopify store creation, customization, optimization, and maintenance**.

Due to increased workload, certain Shopify website development tasks are being outsourced to the Contractor.

During this engagement, the Contractor may receive **Confidential Information** belonging to Zion and/or its clients. This Agreement sets forth the terms under which such information will be protected.

3. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "**Confidential Information**" includes but is not limited to:

1. **Shopify Platform Access** – Store admin logins, collaborator access credentials, partner dashboard details, and third-party app integrations.
 2. **Theme Development Files** – Liquid templates, CSS, JavaScript, JSON configurations, custom metafields, and proprietary coding patterns.
 3. **Store Setup Configurations** – Payment gateways, shipping logic, taxes, discount structures, and analytics integrations.
 4. **Business Data** – Product databases, pricing strategies, supplier contacts, sales reports, and customer information.
 5. **Proprietary Processes** – Internal SOPs, automation workflows, launch checklists, and app integration methods.
 6. **Creative Assets** – Logos, branding guidelines, banners, photography, videos, and design prototypes.
 7. **Project Documentation** – Contracts, timelines, proposals, and project briefs.
 8. Any information, whether disclosed orally, electronically, or in writing, that by its nature should reasonably be understood to be confidential.
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4. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

1. **Non-Disclosure** – Not disclose Confidential Information to any third party without written consent from Zion.
2. **Use Restriction** – Use Confidential Information solely for the purpose of fulfilling Shopify development tasks assigned by Zion.
3. **Security Measures** – Store credentials in secure, encrypted formats; never transmit them via unsecured channels.
4. **No Reuse** – Not copy, reuse, or adapt any proprietary theme code, workflows, or designs for personal or third-party projects.
5. **Non-Circumvention** – Not directly approach or engage with Zion's or SARVAYA's clients during the engagement and for **12 months** thereafter.



6. **Return or Destroy** – Upon project completion or termination, return or permanently destroy all Confidential Information, including backups.
 7. **Compliance with Law** – Adhere to all applicable data privacy laws, including GDPR and the Indian IT Act, when handling client/customer data.
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5. EXCLUSIONS

Confidential Information does not include information that:

- a) Is or becomes publicly known through no breach of this Agreement;
 - b) Was lawfully possessed by the Contractor before disclosure;
 - c) Is rightfully received from a third party without restriction;
 - d) Must be disclosed under law or court order, provided prior written notice is given to Zion.
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6. INTELLECTUAL PROPERTY RIGHTS

1. All Shopify themes, code, store configurations, creative assets, and documentation produced under this engagement are the **sole property of Zion**.
 2. Such deliverables shall be treated as “**Work for Hire**”, and all intellectual property rights are transferred to Zion upon completion.
 3. The Contractor may not license, resell, modify, or publicly display any work produced for Zion without written approval.
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7. TERMINATION

1. **By Zion** – This Agreement may be terminated immediately if the Contractor breaches any confidentiality, non-compete, or non-circumvention obligations.
2. **By Mutual Consent** – Termination may occur through mutual written agreement.
3. **Post-Termination Obligations** – Contractor must return or destroy all Confidential Information and confirm in writing.
4. Certain obligations, including Confidentiality, Intellectual Property, and Non-Circumvention, survive termination for **two (2) years**.



8. LEGAL TERMS

1. **Severability** – If any clause is deemed invalid, the remaining clauses remain enforceable.
2. **No Waiver** – Failure to enforce a right is not a waiver of future enforcement.
3. **Assignment** – Contractor may not assign or delegate obligations without written consent.
4. **Notices** – Must be sent by registered post or official email addresses of the Parties.

9. GOVERNING LAW & ARBITRATION

1. This Agreement shall be governed by and construed in accordance with the laws of **India**.
2. Any disputes arising from this Agreement shall be referred to **binding arbitration** under the Arbitration and Conciliation Act, 1996.
3. Arbitration shall be conducted in **Jaipur, Rajasthan**, in English, before a sole arbitrator appointed by mutual agreement.
4. **Notwithstanding the arbitration clause, any dispute, claim, or legal proceeding arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in Jaipur, Rajasthan.**

10. ACCEPTANCE

- By signing this Agreement, the Parties acknowledge that they have read, understood, and agree to be bound by its terms, and that they are authorized to execute this Agreement.
- The Client confirms that all information provided is accurate to the best of their knowledge.



- The UDYAM REGISTRATION CERTIFICATE shared by the Client via WhatsApp is valid, genuine, and legally owned by the Client.
- If any forged or falsified government document is identified, the Client accepts full legal responsibility for the consequences and indemnifies SARVAYA from any liabilities arising thereof.
- Both parties confirm their agreement to all terms and obligations mentioned herein.

UDYAM REGISTRATION CERTIFICATE shared by the Client

[Print : Udyam Registration Certificate](#)

<p>SARVAYA UDYAM-RJ-17-0385593</p> <p>SARVAYA (SARVAYA INDIA) www.sarvaya.in contact.sarvaya@gmail.com +91 93715 53524</p>	<p>Rishab Jain Designation: Proprietor Zion Web Services</p>
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