MUTUAL NON-DISCLOSURE AGREEMENT

(Confidentiality Agreement)

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made and entered into on [DD Month YYYY] (the "**Effective Date**")

BETWEEN

Dharmani Apps & Software Pvt Ltd, a company incorporated under the Companies Act, 2013, having its registered office at Mohali, Punjab, India, represented by its authorised signatory, **Vivek Dharmani**, Director (hereinafter referred to as the "**Company**", which expression shall include its successors and permitted assigns);

AND

[Client full name / company name], [an individual / a company incorporated under the laws of ____], having its address at [Client address, country], represented by [Name and designation of client signatory] (hereinafter referred to as the "**Client**", which expression shall include its successors and permitted assigns).

The Company and the Client are individually referred to as a "**Party**" and together as the "**Parties**".

BACKGROUND

A. The Company is engaged in the business of mobile application, website and software design and development.

B. The Parties wish to discuss and/or engage in a business relationship concerning [brief description of the project, e.g. the design and development of a web-based learning platform] (the "**Purpose**"). In doing so, each Party may disclose confidential and proprietary information to the other.

C. The Parties wish to set out the terms on which such information will be protected.

The Parties therefore agree as follows:

1. DEFINITIONS

1.1 "**Confidential Information**" means all information, in any form (written, oral, electronic, visual or otherwise), disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the Purpose, whether or not marked as confidential, that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It includes, without limitation: business ideas, plans and strategies; project requirements, specifications and features; wireframes, designs, prototypes and user flows; source code, object code, algorithms, databases, architecture and technical documentation; login credentials, API keys and access details; pricing, quotations, financial information and customer or user data; marketing plans; and the terms of any discussions between the Parties.

1.2 "**Representatives**" means a Party's directors, officers, employees, developers, designers, contractors, consultants and professional advisers who need to know the Confidential Information for the Purpose.

2. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can show by written records:

(a) is or becomes publicly available other than through a breach of this Agreement;

(b) was lawfully known to the Receiving Party, free of any duty of confidentiality, before disclosure by the Disclosing Party;

(c) is lawfully received from a third party who was not under a duty of confidentiality; or

(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 The Receiving Party shall: (a) keep the Confidential Information strictly confidential; (b) use it solely for the Purpose and for no other purpose; (c) not disclose it to any third party except to its Representatives as permitted under this Agreement; and (d) protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care.

3.2 The Receiving Party shall ensure that its Representatives are informed of the confidential nature of the information and are bound by written or professional confidentiality obligations no less protective than those in this Agreement. The Receiving Party is responsible for any breach of this Agreement by its Representatives.

3.3 The Receiving Party shall not copy, reverse engineer, decompile or disassemble any prototype, software or code that forms part of the Confidential Information, except as needed for the Purpose.

3.4 The Receiving Party shall promptly notify the Disclosing Party in writing on becoming aware of any unauthorised use or disclosure of the Confidential Information and shall cooperate to limit its effects.

4. DISCLOSURE REQUIRED BY LAW

If the Receiving Party is required by law, court order or a governmental or regulatory authority to disclose Confidential Information, it shall (where legally permitted) give the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order, and shall disclose only the portion that it is legally required to disclose.

5. OWNERSHIP; NO LICENCE

5.1 All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence or right, express or implied, in any patent, copyright, trade secret, trademark or other intellectual property of the Disclosing Party, except the limited right to use the Confidential Information for the Purpose.

5.2 Ownership of any work product, software or deliverables created by the Company for the Client will be governed by a separate written agreement or statement of work between the Parties, and not by this Agreement.

5.3 Nothing in this Agreement restricts the Company from using its general skills, know-how, pre-existing tools, libraries, frameworks and reusable components, provided that the Client's Confidential Information is not disclosed.

6. NO OBLIGATION; NO WARRANTY

6.1 This Agreement does not oblige either Party to disclose any particular information, to enter into any further agreement, or to proceed with the Purpose.

6.2 Confidential Information is provided "as is". Neither Party makes any warranty as to its accuracy or completeness.

7. RETURN OR DESTRUCTION

On written request of the Disclosing Party, or on termination or expiry of this Agreement, the Receiving Party shall within fifteen (15) days return or securely destroy all Confidential Information in its possession (including copies and notes) and confirm this in writing. The Receiving Party may retain copies to the extent required by law or held in routine electronic backups, provided they remain subject to this Agreement for as long as they are retained.

8. TERM AND SURVIVAL

8.1 This Agreement takes effect on the Effective Date and continues for two (2) years, unless terminated earlier by either Party giving thirty (30) days' written notice.

8.2 The obligations of confidentiality and non-use continue for three (3) years after the expiry or termination of this Agreement. For any Confidential Information that qualifies as a trade secret, or that includes source code or personal data, the obligations continue for as long as it remains a trade secret or is retained.

9. REMEDIES

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which damages alone would not be an adequate remedy. The Disclosing Party is therefore entitled to seek injunctive or other equitable relief, in addition to any other remedy available under law.

10. NON-SOLICITATION (OPTIONAL CLAUSE)

During the term of this Agreement and for twelve (12) months afterwards, neither Party shall directly or indirectly solicit for employment or engagement any employee, developer or contractor of the other Party with whom it came into contact through the Purpose, without the other Party's prior written consent. General job advertisements not targeted at such individuals are not a breach of this clause.

11. PERSONAL DATA

To the extent Confidential Information includes personal data (including data relating to children), the Receiving Party shall process it only for the Purpose, apply appropriate security measures, and comply with the data protection laws applicable to it, including the Digital Personal Data Protection Act, 2023 (India) and, where relevant to the Client, other applicable laws. The Client shall not share personal data with the Company unless necessary for the Purpose and lawfully obtained.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement is governed by the laws of India.

12.2 The Parties shall first try to resolve any dispute arising out of or in connection with this Agreement through good-faith discussions for thirty (30) days after written notice of the dispute.

12.3 If the dispute is not resolved, it shall be subject to the exclusive jurisdiction of the courts at SAS Nagar (Mohali), Punjab, India, without prejudice to either Party's right to seek urgent injunctive relief in any court of competent jurisdiction.

13. GENERAL

13.1 **Entire agreement.** This Agreement is the entire agreement between the Parties on its subject matter and supersedes all earlier discussions and understandings on it.

13.2 **Amendment and waiver.** Any amendment must be in writing and signed by both Parties. A failure or delay in exercising a right is not a waiver of that right.

13.3 **Severability.** If any provision is held invalid or unenforceable, the rest of the Agreement remains in effect, and the provision shall be modified to the minimum extent necessary to make it enforceable.

13.4 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent.

13.5 **Notices.** Notices must be in writing and sent by email or courier to the addresses stated above (or such other address as a Party notifies in writing). Email notices are deemed received on the next business day.

13.6 **Relationship.** Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the Parties.

13.7 **Counterparts and e-signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the Effective Date.

For Dharmani Apps & Software Pvt Ltd	**For** [Client name]
Signature: _____	Signature: _____
Name: Vivek Dharmani	Name: [Client signatory name]
Designation: Director	Designation: [Designation]
Date: [DD/MM/YYYY]	Date: [DD/MM/YYYY]
Place: Mohali, Punjab	Place: [Place]