NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement ("Agreement")** is entered into on this __ day of _____ **,**

20__, by and between:

Disclosing Party (Sender):

- **Company Name**: DigiTechMatrix

- **Address**: Second Floor, Om Plaza, Sector-110, Noida, India, 201304

- **Contact Person**: Himanshu Bansal

- **Email**: +91-9355625425

Receiving Party (Receiver):

- **Company Name**:

- **CIN**:

- **Address**:

- **Contact Person**:

- **Email**:

- **Website**:

- **Phone**:

1. Purpose of Agreement

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party solely for the purpose of evaluating a potential business relationship. The Receiving Party agrees to maintain the confidentiality of all such information and to refrain from using it for any purpose other than the intended evaluation.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" refers to any information, in any form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- Business plans, strategies, and financial data

- Product designs, specifications, and documentation

- Technical information, trade secrets, and intellectual property

- Customer data, marketing strategies, and proprietary methodologies

- Any other information that is marked or otherwise identified as confidential, whether disclosed orally, in writing, or in any other medium

3. Exclusions from Confidential Information

The confidentiality obligations outlined in this Agreement shall survive for five (5) years from the termination or completion of this Agreement.

The obligations of confidentiality shall not apply to information that:

www.digitechmatrix.com
GST Number : 09BFUPN9476H1ZD

info@digitechmatrix.com
MSME Registered

(+91) 9355 655 425
Udyam Reg Number :
UDYAM-UP-28-0136321

- **Public Knowledge**: Is or becomes publicly available through no fault of the Receiving Party.

- **Rightful Possession**: Was already in the possession of the Receiving Party without any obligation of confidentiality prior to disclosure by the Disclosing Party.

- **Independent Development**: Is independently developed by the Receiving Party without the use of or reference to the confidential Information.

- **Third-Party Disclosure**: Is received from a third party who is under no obligation of confidentiality to the Disclosing Party.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- **Non-Disclosure**: Do not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

- **Non-Use of App idea**: *The Receiving Party agrees not to use, replicate, reverse engineer, or disclose any part of the Disclosing Party's app idea, including its features, business logic, or designs, for any other purpose, client, or project. This obligation shall remain in effect indefinitely and survive this Agreement's termination.*

- **Protection**: Protect the confidentiality of the disclosed information with at least the same degree of care used to protect its own confidential information, but no less than a reasonable standard of care.

- **Limited Access**: Restrict access to confidential Information to employees or agents who have a legitimate need to know it for the evaluation and ensure they are bound by confidentiality obligations.

5. Permitted Disclosures

If the Receiving Party is required by law to disclose any Confidential Information, it shall:

- **Written Notice**: Promptly notify the Disclosing Party in writing of such requirement.

- **Opportunity for Protective Action**: Provide the Disclosing Party with the opportunity to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

6. Return or Destruction of Materials

Upon the termination of discussions or upon written request by the Disclosing Party, the Receiving Party shall:

- **Return or Destroy**: Promptly return or destroy all materials containing Confidential Information, including all copies, whether in electronic or physical form.

- **Certification**: Provide written certification of the return or destruction of the confidential Information.

7. Intellectual Property Ownership Rights

Any intellectual property, including but not limited to ideas, concepts, designs, source code, documentation, and any other materials developed as part of this project, shall be the sole

property of the Disclosing Party. The Receiving Party acknowledges that it has no rights to use, copy, distribute, modify, or disclose any part of the intellectual property, except as authorized in writing by the Disclosing Party. This provision shall survive the termination of this Agreement.

Nothing in this Agreement shall be construed as granting any rights, title, or interest in the Confidential Information to the Receiving Party, except the limited right to use such information for the purpose stated in this Agreement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and SIAC rules. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Jaipur, Rajasthan, and Governing laws.

9. Amendments

This Agreement may only be amended by a written document signed by both parties.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

Signatures

Company Name

By: _____

Name: _____

Title: Director

Date: _____

[Disclosing Party]

By:

Name:

Title:

Date:

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