

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the Effective Date by and between:

1. Disclosing Party: Markegency, having its principal place of business in Mumbai (hereinafter referred to as the "Disclosing Party").
2. Receiving Party: [Receiving Party Name], having its principal place of business at [Receiving Party Address] (hereinafter referred to as the "Receiving Party").

1. PURPOSE

The Disclosing Party possesses confidential and proprietary information relating to its business operations, clients, and marketing strategies. The Receiving Party agrees to maintain the confidentiality of such information and to prevent any unauthorized disclosure or use.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to all non-public data, including but not limited to business plans, marketing strategies, financial data, customer lists, and proprietary techniques.

3. OBLIGATIONS OF THE RECEIVING PARTY

- Maintain strict confidentiality and not disclose Confidential Information to any third party.
- Use the Confidential Information solely for the purpose of evaluating a potential business relationship with the Disclosing Party.
- Restrict access to Confidential Information to employees or contractors who need to know such information for the permitted purpose.

4. EXCEPTIONS

Confidential Information does not include information that:

- Is publicly available at the time of disclosure.
- Is independently developed without reliance on the Disclosing Party's information.
- Is lawfully obtained from a third party without confidentiality obligations.

5. TERM AND TERMINATION

This Agreement remains in effect for a period of [Term Length] years from the Effective Date. The obligations of confidentiality shall survive termination for an additional [Survival Period] years.

6. GOVERNING LAW

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

7. REMEDIES

Any breach of this Agreement may cause irreparable harm to the Disclosing Party, entitling it to seek injunctive relief, in addition to any other remedies available at law.

8. MISCELLANEOUS

- This Agreement constitutes the entire agreement between the parties concerning the subject matter.
- Any amendments to this Agreement must be in writing and signed by both parties.
- If any provision is found to be invalid, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Disclosing Party:

Markegency

Mumbai

Signature: _____

Name: _____

Title: _____

Date: _____

Receiving Party:

[Receiving Party Name]

[Receiving Party Address]

Signature: _____

Name: _____

Title: _____

Date: _____