

NON-DISCLOSURE AGREEMENT (NDA)

Preamble

This Non-Disclosure Agreement ("Agreement") is entered into at

on this _____ day of _____, 20____,

BY AND BETWEEN:

Blixy Services Private Limited,

a company incorporated under the Companies Act, 2013,

CIN: U70200MP2025PTC075019

Registered Office: 4C, Chaudhary Park Colony, Musakhedi, Indore - 452001, Madhya Pradesh, India

Represented by: Mr. Rajpratap Singh Thakur (Founder & Director)

(hereinafter referred to as the "Disclosing Party")

AND

Name: _____

Address: _____

Designation: _____

Organization (if applicable): _____

(hereinafter referred to as the "Receiving Party")

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

1. PURPOSE

The purpose of this Agreement is to protect the confidentiality of proprietary and sensitive information disclosed between the Parties in connection with the exploration, evaluation, or execution of a potential or existing business arrangement, service engagement, or collaboration.

2. DEFINITION OF CONFIDENTIAL INFORMATION

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"Confidential Information" includes, but is not limited to:

- Business plans, strategies, financial data, pricing, customer lists
- Software source code, architecture, APIs, UI/UX elements, and documentation
- Technical processes, data flow structures, research, and product roadmaps
- Client details, marketing strategies, project briefs, and contractual documents
- Any verbal, written, or electronic communication marked as "Confidential" or that would reasonably be considered confidential under the circumstances.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- a) Keep all Confidential Information strictly confidential;
- b) Not disclose to third parties without prior written consent;
- c) Use only for intended purpose;
- d) Limit access to those bound by confidentiality;
- e) Promptly report unauthorized disclosures.

4. EXCLUSIONS

Confidential Information shall not include information that:

- a) Becomes public without breach;
- b) Was previously known lawfully;
- c) Disclosed by authorized third party;
- d) Independently developed;
- e) Required to be disclosed by law (with notice).

5. INTELLECTUAL PROPERTY RIGHTS

All materials remain property of Disclosing Party. No licenses or rights are granted under this Agreement.

6. TERM AND DURATION

Effective from execution date and remains for 3 years. Obligations survive termination.

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7. RETURN OR DESTRUCTION OF MATERIALS

Upon request or termination, Receiving Party shall return or destroy all confidential materials and certify such action.

8. BREACH AND REMEDIES

Disclosing Party may seek injunctive relief, damages, and all legal remedies under Indian law.

9. INDEMNITY

Receiving Party shall indemnify and hold harmless the Disclosing Party from losses due to breach of this Agreement.

10. NO OBLIGATION TO DISCLOSE

Disclosing Party is under no obligation to disclose specific information or continue the business relationship.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by Indian law. Exclusive jurisdiction lies with courts in Indore, Madhya Pradesh.

12. ENTIRE AGREEMENT

This document is the complete agreement and supersedes all prior understandings.

13. AMENDMENTS

Amendments must be in writing and signed by both Parties.

14. SEVERABILITY

Invalid provisions shall be modified or removed; the rest remains in effect.

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15. WAIVER

Failure to enforce any provision does not constitute waiver of other provisions.

16. EXECUTION

This Agreement may be executed electronically or in counterparts, each considered original.

SIGNATURES

For Blixy Services Private Limited

Name: Mr. Rajpratap Singh Thakur

Designation: Founder & Director

Signature: _____

Date: _____

For Receiving Party

Name: _____

Designation: _____

Company Name (if applicable): _____

Signature: _____

Date: _____