

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Effective Date], by and between:

[Your Design Studio Name], having its principal place of business at [Your Address], hereinafter referred to as the "Design Studio,"

and

[Client/Recipient Name], having its principal place of business at [Recipient Address], hereinafter referred to as the "Client."

The Design Studio and the Client shall collectively be referred to as the "Parties."

WHEREAS, the Parties anticipate discussions and potential collaboration related to but not limited to website development, wireframes, prototypes, microsite, landing pages, logo creation, and other design services (the "Purpose") that may require the disclosure of confidential information. NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

1.1 Confidential Information: The term "Confidential Information" refers to any non-public information, not limited to data, ideas, concepts, designs, sketches, wireframes, prototypes, microsite, landing pages, logos, and other materials related to website development and design that are disclosed by one Party to the other Party in connection with the Purpose.

2. Obligations of Confidentiality

2.1 Protection of Confidential Information: Each Party agrees to treat all Confidential Information received from the other Party as confidential and proprietary. Each Party shall take reasonable measures to protect and safeguard the Confidential Information, ensuring that it is not disclosed to any third party without the prior written consent of the disclosing Party.

2.2 Use of Confidential Information: Each Party agrees to use the Confidential Information solely for the Purpose and shall not use it for any other purpose without the prior written consent of the disclosing Party.

3. Exceptions

3.1 The obligations of confidentiality set forth in this Agreement shall not apply to any information that:

- a) Was already in the public domain at the time of disclosure.
- b) Becomes publicly available through no fault of the receiving Party.
- c) Was independently developed by the receiving Party without reference to the Confidential Information.
- d) Is required to be disclosed by law, regulation, or a court order, provided that the receiving Party promptly notifies the disclosing Party of such requirement.

4. Duration

4.1 The obligations of confidentiality under this Agreement shall commence on the Effective Date and shall continue for a period of [Insert Duration] years from the Effective Date unless terminated earlier in accordance with this Agreement.

5. Return of Information

5.1 Upon the request of either Party or upon termination of this Agreement, both Parties shall promptly return all Confidential Information received from the other Party, including all copies and derivatives thereof, or certify in writing that it has been destroyed.

6. Governing Law and Jurisdiction

6.1 This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai jurisdiction.

7. Entire Agreement

7.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

[Your Design Studio Name]

By: _____

[Your Name]

[Title]

[Date]

[Client/Recipient Name]

By: _____

[Client/Recipient Name]

[Title]

[Date]