**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is entered into as of Date:\_\_\_\_\_\_\_\_\_\_\_, by and between:

**Sourciate Overseas**
Address: 401, Varanasi Society, Warje, Pune-411058
(hereinafter referred to as the " Receiving Party ")

and

**[Company Name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the " Disclosing Party ")

Collectively referred to as the "Parties."

**1. Definition of Confidential Information**

For purposes of this Agreement, "Confidential Information" shall include all written, oral, or otherwise disclosed information by the Disclosing Party to the Receiving Party, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

**2. Obligations of Receiving Party**

The Receiving Party agrees to:

a. Keep the Confidential Information confidential and not disclose name or details of Disclosing Party through drawings and technical details to any third party without the prior written consent of the Disclosing Party.

b. Use the Confidential Information solely for the purpose of evaluating or engaging in discussions concerning a potential business relationship or any subsequent dealings related to precision machined components and other products.

c. Take all reasonable steps to protect the confidentiality of the Confidential Information and to prevent any unauthorized use or disclosure.

**3. Exclusions from Confidential Information**

The obligations of the Receiving Party specified in Section 2 shall not apply to information which:

a. Is or becomes publicly available through no fault of the Receiving Party.

b. Is rightfully received from a third party without breach of any obligation of confidentiality.

c. Is independently developed by the Receiving Party without the use of or reference to the Disclosing Party’s Confidential Information.

d. Is disclosed with the prior written consent of the Disclosing Party.

e. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with any effort to obtain a protective order or other confidential treatment.

**4. Term**

This Agreement shall commence on the date first written above and shall continue for a period of three years, unless terminated earlier by either party with 60 days written notice. However, the obligations of confidentiality with respect to the Confidential Information disclosed during the term shall survive for a period of five years following the termination of this Agreement.

**5. No License**

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party’s patents, copyrights, trade secrets, or other intellectual property rights.

**6. Return of Materials**

Upon termination of this Agreement or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or summaries thereof.

**7. No Warranty**

All Confidential Information is provided "as is." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Maharashtra State,India without regard to its conflict of laws principles.

**9. Miscellaneous**

a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter here of and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

b. Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both Parties.

c. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the Parties here to have executed this Non-Disclosure Agreement as of the date first above written.

**Sourciate Overseas**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Amey R S
Title: Head Sales & Operations
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Customer Name]**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_