**ONE-WAY NON-DISCLOSURE AGREEMENT**

This **Non-Disclosure Agreement** ("Agreement") is entered into on this **[Insert Date]** by and between:

SourceSync Solutions, a company incorporated under the laws of **India**, having its registered office at Boalia Main Road, Garia, Kolkata – 700084, West Bengal (hereinafter referred to as the "Disclosing Party"); and

**[Receiving Party's Name]**, an individual/company incorporated under the laws of **[Country/State]**, having its registered office at **[Receiving Party’s Address]** (hereinafter referred to as the "Receiving Party").

**WHEREAS:**

1. The Disclosing Party intends to disclose certain confidential and proprietary information in the form of Engineering specifications, drawings, datasheets, quantity, volume, batch sizing information, to the Receiving Party for the purpose of getting feedback on manufacturing feasibility, getting price estimates and offers.
2. The Disclosing Party desires to protect such confidential information from unauthorized disclosure or use by the Receiving Party.

NOW, THEREFORE, in consideration of the premises and the covenants herein, the parties agree as follows:

### **1. Definition of Confidential Information**

"Confidential Information" refers to all proprietary, non-public information provided by the Disclosing Party to the Receiving Party, whether written, oral, electronic, or other tangible form, including but not limited to business plans, marketing strategies, financial data, technical data, trade secrets, customer lists, product information, designs, formulas, intellectual property, and other related information.

Confidential Information does not include information that:

* Was known to the Receiving Party prior to receiving it from the Disclosing Party;
* Becomes publicly available through no breach of this Agreement;
* Is disclosed to the Receiving Party by a third party lawfully possessing such information and not subject to a confidentiality obligation;
* Is independently developed by the Receiving Party without reference to or use of the Confidential Information.

### **2. Obligations of the Receiving Party**

The Receiving Party agrees to:

* Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party;
* Use the Confidential Information solely for the Purpose and not for any other purpose;
* Take reasonable steps to protect the confidentiality of the Confidential Information, at least as stringent as those taken to protect its own confidential information;
* Restrict access to Confidential Information to those employees, contractors, or agents who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement.

### **3. Exceptions to Confidentiality**

The Receiving Party may disclose Confidential Information:

* If required to do so by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates in any effort by the Disclosing Party to obtain a protective order or similar remedy.

### **4. Ownership of Confidential Information**

The Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights, title, or interest in the Confidential Information other than the limited right to use it for the Purpose stated above.

### **5. Term and Return of Information**

This Agreement is effective from the date first written above and will remain in effect for **[X years/months]** or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies, notes, and other materials containing any Confidential Information, and certify in writing to the Disclosing Party that it has done so.

### **6. Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Accordingly, the Disclosing Party shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent any breach or threatened breach of this Agreement, without the need to post a bond or other security.

### **7. No Waiver**

No failure or delay by the Disclosing Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

### **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of **India**, without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of **[Insert City, India]**.

### **9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind. No amendments, changes, or modifications to this Agreement shall be made except in writing signed by both parties.

### **10. Severability**

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

### **11. No Assignment**

The Receiving Party may not assign its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**Disclosing Party:** SourceSync Solutions

Name: Subodh Chandra Bhunia

Title: Owner

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Disclosing Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_