

Non-Disclosure Agreement (NDA) (Mutual Understanding)

This Non-Disclosure Agreement (the "NDA") is entered into "Date", by and between **Digital Brain Media**, with an address of **B-25, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010** (First Party)

and

"Client Name", with an current address of **"Address"** (Second Party), also individually referred to as "Party", and collectively "the Parties."

WHEREAS, the Parties desire to enter into an agreement to Client Name;
WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this NDA to provide the foundation and structure for any and all possibly anticipated binding agreement related to **"Service" of "Project and Service description"**.
2. This NDA should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the Project
3. **Objectives.** The Parties agrees as follows:
 - A. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the NDA.
 - B. It is not the intent of this NDA to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
 - C. The Parties shall mutually contribute and take part in any and all phases of the planning and development of "Product Description" to the fullest extent possible.
 - D. This NDA is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
 - E. The NDA shall in no way obligate either Party to supply funds to maintain and/or sustain term.
 - F. This Agreement shall commence upon the Effective Date, as stated above, and will continue until the completion of development work and number of days committed.
4. **Termination.** This Agreement may be terminated at any time by either Party upon any number of day's written notice to the other Party or unsatisfactory work.
5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS

AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
9. **Duration.** This agreement is tender only for "Months" that will start from "Date,Month and Year" and complete development bifurcate into "X" parts,
 1. Project completion Days and Timeline
10. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
11. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
12. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in Uttar Pradesh, India. The Parties each represent that they have the authority to enter into this Agreement.
13. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Uttar Pradesh Government law.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
15. **Payments terms and conditions:** The parties are agreed on payment terms and conditions and final payment was agreed "XXAmount"/- (including all modules/phases of development)
Part Payments will be released according to the phase/module wise, once module complete and code received, milestone payment will be released 100%.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

(First Party)

Sign: _____
Name: _____
Date: _____

(Second Party)

1 Sign: _____
Name: _____
Date: _____
Adhaar No. : _____