

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement ("Agreement" or "NDA") is entered into on the date of acceptance or execution (the "Effective Date"), by and between:

Sigosoft Private Limited, a company incorporated under the Companies Act, 2013, having its registered office in Kerala, India (hereinafter referred to as "Sigosoft"),

AND

The Client, being any individual, company, partnership, limited liability partnership, or other legal entity accessing, engaging with, or entering into discussions with Sigosoft for business, technical, commercial, or strategic purposes (hereinafter referred to as the "Client").

Sigosoft and the Client may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

1. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which each Party may disclose certain confidential, proprietary, or sensitive information to the other Party for the purpose of:

- Evaluating a potential business relationship;
- Discussing, proposing, designing, developing, testing, implementing, or maintaining software, applications, platforms, or IT-enabled services;
- Any other lawful business or technical collaboration agreed upon between the Parties (the "Permitted Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, visually, electronically, digitally, or in writing, including but not limited to:

A. Business and Commercial Information

- Business plans, strategies, proposals, pricing, cost structures, financial data, forecasts, contracts, and client or vendor details.

B. Technical Information

- Software source code, object code, algorithms, system architecture, APIs, databases, schemas, documentation, designs, wireframes, prototypes, test cases, deployment strategies, infrastructure details, and technical roadmaps.

C. Intellectual Property

- Inventions, discoveries, trade secrets, know-how, methodologies, workflows, frameworks, and proprietary tools.

D. Personal and Sensitive Data

- Any personal data, user data, health data, financial data, or regulated data disclosed in compliance with applicable data protection laws.

E. Third-Party Information

- Confidential information belonging to third parties that the Disclosing Party is obligated to protect.

Confidential Information also includes information disclosed prior to the execution of this Agreement if such information would reasonably be considered confidential.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information shall not include information that the Receiving Party can demonstrate:

- Is or becomes publicly available without breach of this Agreement;
- Was lawfully known to the Receiving Party prior to disclosure;
- Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information;
- Is lawfully received from a third party without restriction;
- Is required to be disclosed by law, regulation, court order, or governmental authority, provided that prior written notice is given to the Disclosing Party where legally permissible.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- Use the Confidential Information solely for the Permitted Purpose;
- Maintain the Confidential Information in strict confidence using at least the same degree of care as it uses to protect its own confidential information, but not less than reasonable care;
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
- Restrict access to Confidential Information to its employees, directors, officers, consultants, or subcontractors strictly on a need-to-know basis, and ensure they are bound by confidentiality obligations no less stringent than this Agreement;
- Not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas from any Confidential Information, except where expressly permitted by law.

5. DATA PROTECTION, PRIVACY, AND ISO/IEC 27001 COMPLIANCE

Sigosoft Private Limited maintains an Information Security Management System (ISMS) aligned with ISO/IEC 27001 standards. Accordingly, both Parties agree to the following:

Each Party agrees to comply with all applicable data protection and privacy laws, including but not limited to:

- Information Technology Act, 2000 and associated rules (India);
- General Data Protection Regulation (GDPR), where applicable;
- Any other applicable national or international data protection regulations.

The Receiving Party shall implement appropriate **technical and organizational measures** to safeguard personal and sensitive data against unauthorized access, loss, misuse, alteration, or destruction, consistent with ISO/IEC 27001 controls.

A. Information Security Controls

- Access to Confidential Information shall be strictly controlled based on the principle of **least privilege**.
- Confidential Information shall be stored, processed, and transmitted using secure systems protected by appropriate authentication, encryption, logging, and monitoring controls.
- The Receiving Party shall ensure physical, technical, and administrative safeguards are in place to prevent unauthorized disclosure.
- Any subcontractors or third parties involved shall be subject to written confidentiality and information security obligations consistent with ISO/IEC 27001.

B. Information Security Incidents

- The Receiving Party shall promptly notify the Disclosing Party, without undue delay, of any actual or suspected **information security incident**, data breach, or unauthorized access involving Confidential Information.
- Such notification shall include, to the extent known, the nature of the incident, data affected, corrective actions taken, and mitigation measures.
- The Receiving Party shall cooperate fully in investigation, remediation, regulatory reporting, and audit requirements.

C. Audit and Compliance Rights

- Upon reasonable prior notice, the Disclosing Party may request written confirmation of compliance with confidentiality and information security obligations.
- Where required by law, regulation, or contractual obligation, limited audits may be conducted, subject to reasonable confidentiality and security safeguards.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- All confidential Information remains the exclusive property of the Disclosing Party.
 - No license, assignment, or transfer of intellectual property rights is granted under this Agreement, whether by implication or otherwise, except for the limited right to use Confidential Information for the Permitted Purpose.
 - Any intellectual property developed independently by either Party shall remain the sole property of that Party, unless otherwise agreed in writing.
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7. NON-CIRCUMVENTION

The Receiving Party agrees not to directly or indirectly circumvent, bypass, or exploit the Disclosing Party's business relationships, clients, vendors, or partners using the Confidential Information, without prior written consent.

8. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon written request of the Disclosing Party or termination of discussions:

- The Receiving Party shall promptly return or permanently destroy all Confidential Information, including copies, backups, and derivatives;
- A written certification of destruction may be provided upon request, except where retention is required by law.

9. TERM AND SURVIVAL

- This Agreement shall commence on the Effective Date and remain in force for **five (5) years**, unless terminated earlier by mutual written agreement.
- Confidentiality obligations shall survive termination or expiration of this Agreement for a period of **five (5) years**, and indefinitely for trade secrets or regulated data.

10. NO WARRANTY

All Confidential Information is provided "AS IS" without any representation or warranty, express or implied, including accuracy or completeness.

11. LIMITATION OF LIABILITY

Neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement. Nothing herein limits liability arising from fraud, willful misconduct, or breach of confidentiality obligations.

12. INJUNCTIVE RELIEF

The Parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm. The Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to applicable arbitration provisions, courts located in Kerala, India shall have exclusive jurisdiction.

14. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be resolved through amicable negotiations. Failing such resolution, disputes shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Kerala, India, and proceedings shall be conducted in English.

15. MISCELLANEOUS

- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding confidentiality.
 - **Amendment:** Any amendment must be in writing and signed by both Parties.
 - **Waiver:** Failure to enforce any provision shall not constitute a waiver.
 - **Severability:** If any provision is held invalid, the remaining provisions shall remain in full force.
 - **Assignment:** Neither Party may assign this Agreement without prior written consent, except in case of merger or acquisition.
 - **Counterparts & Electronic Acceptance:** This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.
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16. ACCEPTANCE

By accessing Sigosoft's website, engaging in discussions, sharing information, or entering into a formal engagement, the Parties acknowledge that they have read, understood, and agreed to be bound by this Mutual Non-Disclosure Agreement.

Sigosoft Private Limited

Authorized Signatory

Name : _____

Date : _____

Client

Authorized Signatory

Name : _____

Date : _____