

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the date signed by both parties ("Effective Date").

BETWEEN

Party A:

Ayush Chauhan, trading as AOC
Sole Proprietorship, India
GSTIN: 24CPQPC3722J1ZW
Email: ayushopchauhan@gmail.com

AND

Party B:

Name: _____
Title: _____
Company: _____
Email: _____

1. PURPOSE

Both parties wish to explore a business relationship involving the development of custom AI-powered automation systems. In connection with this, each party may share confidential information with the other.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information shared by either party, including:

- a. Business proposals, pricing structures, and client lists
- b. Design files, brand guidelines, and visual assets
- c. Project scopes, strategies, and methodologies
- d. Technical specifications, source code, and system designs
- e. Financial information and business plans
- f. Any materials identified as confidential at time of sharing

Confidential Information does not include information that:

- a. Is or becomes public through no fault of the receiving party
- b. Was known to the receiving party before disclosure
- c. Is developed independently without using the shared information
- d. Is received from a third party without restriction

3. OBLIGATIONS

Each party agrees to:

- a. Use the other party's Confidential Information only for the purpose of evaluating or performing the described business relationship.
- b. Not disclose Confidential Information to any third party without prior written consent.
- c. Protect Confidential Information with the same care used for its own confidential information, and no less than reasonable care.
- d. Not use Confidential Information to train, fine-tune, or develop any artificial intelligence or machine learning model, whether public, private, commercial, or internal.
- e. Not share Confidential Information with any competitor of the disclosing party.
- f. Limit access to Confidential Information to those who need it for the stated purpose and who are bound by similar obligations.

4. RETURN AND DELETION

On written request, or when this Agreement ends, the receiving party will:

- a. Permanently delete all copies of the disclosing party's Confidential Information from all systems, storage, and backups.
- b. Confirm deletion in writing within 48 hours.
- c. Not retain copies, summaries, extracts, or derivatives.

5. TERM

This Agreement is effective for 2 (two) years from the Effective Date. Confidentiality obligations survive termination for an additional 2 (two) years.

6. NO LICENSE

Nothing in this Agreement grants either party rights in the other's intellectual property or Confidential Information beyond the limited right to review it for the stated purpose.

7. REMEDIES

Both parties acknowledge that unauthorized disclosure may cause harm that cannot be fixed with money alone. The affected party may seek injunctive relief in addition to other available remedies.

8. GOVERNING LAW

This Agreement is governed by the laws of India. Disputes are subject to the jurisdiction of courts in Ahmedabad, Gujarat, India. Where the disclosing party is located outside India and local law provides additional protections, those protections also apply.

9. ENTIRE AGREEMENT

This is the complete agreement on confidentiality between the parties. It replaces all earlier negotiations, agreements, or understandings on this topic.

10. SIGNATURES

Party A:

Name: Ayush Chauhan (AOC)

Signature: _____

Date: _____

Party B:

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____