



## PRAGICTS (PVT) LTD

Expediting Business Outcomes

<https://pragicts.com>

<b>AGREEMENT TYPE</b>	<b>NDA ( NON DISCLOSURE AGREEMENT )</b>
<b>DATE</b>	
<b>DISCLOSING PARTY</b>	Full Legal Name:
	Company Name (if applicable):
	Address:
<b>RECEIVING PARTY</b>	Full Legal Name:
	Company Name (if applicable):
	Address:
Collectively referred to as the "Parties".	

## 01 PURPOSE

The Parties wish to explore a potential business relationship and, in connection with this, the Disclosing Party may disclose to the Receiving Party certain confidential and proprietary information, including technical, business, financial, or operational data, for the purposes of evaluating or engaging in an IT services arrangement.

## 02 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes, but is not limited to:

1. Source code, software architecture, or technical documentation
2. Business strategies, client data, marketing plans, pricing models
3. System infrastructure, IT security practices, network information
4. Contracts, agreements, financial reports
5. Any information marked or identified as confidential or proprietary

Confidential Information may be disclosed in written, oral, visual, or electronic form.

## 03 OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

1. Maintain confidentiality and take reasonable steps to protect the information
2. Use the Confidential Information solely for the purpose stated in this Agreement
3. Not disclose the information to any third party without prior written consent
4. Limit access to employees or contractors on a need-to-know basis, who are bound by similar confidentiality obligations

## 04 EXCLUSIONS

Confidential Information does not include information that:

1. Was publicly known or available prior to disclosure
2. Becomes publicly known through no fault of the Receiving Party
3. Is lawfully received from a third party not bound by a confidentiality agreement
4. Is independently developed without use of the Disclosing Party's information

**05 DURATION**

This Agreement shall remain in effect for a period of

Days [ 0 ]

Months [ 01 ]

Years [ 0 ]

from the date of disclosure.

The duty to protect Confidential Information shall survive termination of this Agreement.

**06 RETURN OR DESTRUCTION OF MATERIALS**

Upon request, the Receiving Party will return or destroy all Confidential Information, including copies, summaries, or analyses, and confirm such action in writing.

**07 NO LICENSE OR OWNERSHIP**

This Agreement does not grant any license or ownership rights to the Receiving Party in the Confidential Information disclosed.

**08 LEGAL REMEDIES**

Both Parties acknowledge that unauthorized disclosure may cause irreparable harm. The Disclosing Party is entitled to seek injunctive relief and/or damages in the event of a breach, in addition to any other remedies available under law.

**09 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka, without giving effect to any choice or conflict of law provision or rule. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and courts and tribunals located in Sri Lanka.

## 10 ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties and supersedes any prior discussions or understandings related to the subject matter. Any amendments must be in writing and signed by both Parties.

**AUTHORIZATION**

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

**01 DISCLOSING PARTY**

<b>Name</b>	
<b>Company</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	

**02 RECEIVING PARTY**

<b>Name</b>	
<b>Company</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	