

Mutual Non-Disclosure Agreement

A commitment to protecting what matters to our clients

THIS AGREEMENT IS MADE BETWEEN

NanoSoftQA, a software quality assurance studio located at 89/2/D, R.K Mission Road, Gopibag, Dhaka-1203, Bangladesh (“NanoSoftQA”), and the undersigned **Client** (the “Client”). NanoSoftQA and the Client are each a “Party” and together the “Parties.” This Mutual Non-Disclosure Agreement (the “Agreement”) takes effect on the date of the last signature below and protects the confidential information shared in connection with discussing or performing software testing and quality assurance services (the “Purpose”).

1 Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), whether oral, written, or electronic, that is designated confidential or that reasonably should be understood to be confidential. This includes, without limitation: source code, application builds, designs, prototypes, test data, user data, business plans, financial information, credentials, API keys, product roadmaps, and any technical or commercial information.

2 Obligations of the Receiving Party

The Receiving Party agrees to: (a) use the Confidential Information solely for the Purpose; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care; (c) not disclose it to any third party without the Disclosing Party’s prior written consent; and (d) limit access to employees or contractors who need it for the Purpose and are bound by equally protective confidentiality obligations.

3 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known before disclosure; (c) is rightfully received from a third party without breach of any obligation; or (d) is independently developed without use of the Confidential Information.

4 Intellectual Property

All Confidential Information remains the sole property of the Disclosing Party. Nothing here grants any licence except as needed for the Purpose. All deliverables created by NanoSoftQA specifically for the Client — including test cases, test plans, bug reports, automation scripts, and QA reports — become the Client’s property upon full payment, per the applicable service agreement.

5 Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall, where legally permitted, give prompt written notice so the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

6 Term and Return of Materials

This Agreement remains in effect for the duration of the Parties' engagement and for three (3) years thereafter. Upon written request or termination, the Receiving Party shall promptly return or securely destroy all Confidential Information in its possession.

7 No Warranty

All Confidential Information is provided "as is." Neither Party warrants its accuracy or completeness, except as expressly stated in a separate signed agreement.

8 No Obligation to Proceed

Nothing in this Agreement obligates either Party to proceed with any transaction or engagement. Each Party may end discussions at any time.

9 Governing Law

This Agreement is governed by the laws of Bangladesh. For international engagements, the Parties may agree in writing on an alternative governing law and dispute-resolution venue. The Parties will first attempt to resolve any dispute through good-faith negotiation.

10 Entire Agreement

This Agreement is the entire understanding between the Parties regarding confidentiality and supersedes all prior discussions on the subject. Any amendment must be in writing and signed by both Parties. If any provision is unenforceable, the remainder stays in full effect.

Signatures

By signing below, the Parties agree to the terms of this Mutual Non-Disclosure Agreement.

For NanoSoftQA

For the Client

Signature

Signature

Name

Name

Title

Title

Date

Date

This is a standard mutual NDA template provided by NanoSoftQA for your review. We are equally happy to sign your company's own NDA, or to tailor this template to your needs. To proceed, simply reach out to info@nanosoftqa.com.