

MUTUAL NON-DISCLOSURE & DATA PROTECTION AGREEMENT

AIDORA LABS PRIVATE LIMITED — SOFTWARE ENGINEERING & AI STUDIO

REFERENCE	AIDORA-MNDA-2026-V1
DATE	[Effective Date / Date of Submission]
CONTACT	support@aidoralabs.in • www.aidoralabs.in

This Mutual Non-Disclosure and Data Protection Agreement (the “Agreement”) is entered into by and between:

AIDORA LABS PRIVATE LIMITED, a software development studio having its registered office in Andhra Pradesh, India (hereinafter referred to as “Aidora Labs”),

AND

THE CLIENT (the entity or individual requesting services and submitting project information via aidoralabs.in).

Aidora Labs and the Client may collectively be referred to as the “Parties” or individually as a “Party.”

1. PURPOSE OF DISCLOSURE

The Parties wish to explore a potential business relationship under which either Party may disclose proprietary technical information, business workflows, product designs, database schemas, API keys, or operational strategies (the “Project”) for the purpose of scoping, designing, implementing, and shipping production-ready software systems (the “Purpose”).

2. CONFIDENTIAL INFORMATION

“Confidential Information” means any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

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

- Source code, software architectures, algorithms, and system designs.
- Business processes, user flows, database structures, and operational logic.
- Commercial discussions, pricing proposals, and delivery timelines.

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- Customer lists, marketing materials, and product roadmap files.

3. ZERO LLM DATA-TRAINING GUARANTEE (AI SAFETY COMPLIANCE)

To ensure the absolute confidentiality of the Client's proprietary business logic, workflows, and intellectual property:

No Public Training: Aidora Labs covenants that NO proprietary code, data schemas, intellectual property, or business documentation shared by the Client will be used to train, fine-tune, or reinforce public or multi-tenant Large Language Models (LLMs), including but not limited to OpenAI GPT models, Google Gemini, Anthropic Claude, or Meta Llama.

Isolated Environment: Any generative AI systems utilized by Aidora Labs during the development and design phases shall operate exclusively on zero-data-retention APIs or locally hosted, fully isolated model instances.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

1. Hold the Confidential Information in strict confidence.
2. Use the Confidential Information solely for the designated Purpose.
3. Restrict access to Confidential Information to employees, contractors, or advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement.
4. Implement commercial-grade physical, technical, and administrative security safeguards to prevent unauthorized access, disclosure, or loss.

5. EXCEPTIONS

Confidential Information does not include information that:

- Is or becomes public knowledge through no breach of this Agreement.
- Was already in the Receiving Party's possession prior to disclosure.
- Is rightfully received from a third party without restriction on disclosure.
- Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
- Is required to be disclosed by law or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party to allow them to seek a protective order.

6. TERM AND TERMINATION

This Agreement shall govern all disclosures made between the Parties in connection with the Purpose. The obligations of confidentiality and non-use with respect to all Confidential Information shall survive for a period of three (3) years from the date of disclosure.

7. RETURNING OR DESTROYING MATERIALS

Upon written request by the Disclosing Party, the Receiving Party shall promptly destroy or return all documents, codebases, files, and physical media containing Confidential Information, and certify such destruction in writing.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to its conflict of laws principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Andhra Pradesh, India.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement by virtue of submitting or accepting project inquiries on aidoralabs.in.

<p>AIDORA LABS REPRESENTATIVE Name: Chitiprolu Mahesh Title: CEO & Founder, Managing Director Date: June 1, 2026</p> <hr/> <p><i>Authorized Signature</i></p>	<p>CLIENT REPRESENTATIVE Name: [Client Authorized Name] Title: [Client Title] Date: [Submission Timestamp]</p> <hr/> <p><i>Authorized Signature</i></p>
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