



NON - DISCLOSURE AGREEMENT

This Non - Disclosure Agreement is executed on this day of [DD/MM/YYYY].

BETWEEN:

[Company Name], a company duly incorporated under the Companies Act, 2013, with its Registered Office situated at [Registered Office Address] (hereinafter referred to as "the Company"). The term "the Company" shall encompass its successors, administrators, and permitted assigns, representing the First Party,

AND

[Receiving Party], an individual/partnership firm/company, with residence at [Receiving Party's Address] (hereinafter referred to as "the Receiving Party"). The term "Receiving Party" shall include his/her/its heirs, administrators, and legal representatives, representing the Second Party

WHEREAS,

The Disclosing Party is in possession of confidential and proprietary information encompassing, but not limited to, trade secrets, technical, commercial, financial, operational, administrative, marketing, and planning data ("Confidential Information");

The Receiving Party has expressed an interest in receiving such Confidential Information for the purpose of assessing, entering into, and maintaining a collaborative business engagement deemed beneficial to both parties;

The Disclosing Party is willing to disclose the Confidential Information to the Receiving Party under the condition that such information is to be treated with the utmost secrecy and utilized exclusively for the intended business collaboration;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall mean all information, in any form or medium, disclosed by the Disclosing Party to the Receiving Party, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, technical and

business information relating to the Disclosing Party's inventions, designs, methods, processes, products, patents, trademarks, copyrights, business plans, customer and supplier lists, financial data, and marketing strategies.

EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Notwithstanding the foregoing, Confidential Information shall not include any information which:

(i) was publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party;

(ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;

(iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

(iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Non-disclosure Commitment

The Receiving Party hereby agrees and commits to not disclose, reveal, disseminate, or make available the Confidential Information received from the Disclosing Party to any third party, entity, or individual without the prior written consent of the Disclosing Party. This commitment to non-disclosure extends to all forms of communication, whether verbal, written, electronic, or any other form not herein specified, and is binding upon the Receiving Party, its employees, agents, and subcontractors.

Non-use Commitment

The Receiving Party further commits to not use the Confidential Information for any purpose outside the scope of the agreed-upon purpose as defined in the Introduction section of this Agreement. The use of Confidential Information for competitive advantage, exploitation, or personal gain is expressly prohibited. The Receiving Party shall utilize the Confidential Information solely for the purpose of fulfilling the objectives for which it was disclosed under this Agreement.

Methods of Protecting Confidential Information

The Receiving Party shall implement and maintain reasonable security measures to safeguard the Confidential Information from unauthorized access, use, disclosure, alteration, or destruction. Such security measures shall include but not be limited to:

- Secure storage of physical documents containing Confidential Information.
- Use of secure, encrypted digital storage solutions for electronic documents.
- Implementation of access control policies ensuring that only authorized individuals within the Receiving Party's organization have access to the Confidential Information.
- Regular training for employees and agents of the Receiving Party on the importance of confidentiality and the specific requirements of this Agreement.

Access to Confidential Information

Access to the Confidential Information shall be restricted to individuals within the Receiving Party's organization who have a legitimate need to know or use the Confidential Information for the purpose of fulfilling the objectives as outlined in the Introduction of this Agreement. The Receiving Party shall ensure that any individual granted access to the Confidential Information:

- Is informed of the confidential nature of the information.
- Agrees to abide by the terms of this Agreement regarding non-disclosure and non-use.
- Understands the obligations imposed by Indian law on the protection and handling of Confidential Information.

The Receiving Party shall maintain a record of all individuals who have been granted access to the Confidential Information, and shall be responsible for any breach of this Agreement by such individuals.

Effective Date

The Agreement shall come into effect on [Insert Effective Date] and shall remain in effect until the completion of the purpose for which the Confidential Information was disclosed or a period defined by the parties, whichever is earlier.

Duration of the Confidentiality Obligation

Notwithstanding the termination or expiration of this Agreement, the Receiving Party's obligation to maintain the confidentiality of the Confidential Information shall continue for a period of [Insert Number of Years] years from the date of the last disclosure of Confidential Information. This period may be adjusted as

per the mutual agreement of the parties involved, taking into consideration the nature of the Confidential Information and the requirements under Indian law.

RETURN OF CONFIDENTIAL INFORMATION

Upon the termination or expiration of this Agreement, or upon the Disclosing Party's written request at any time, the Receiving Party shall promptly return or destroy all copies of the Confidential Information, in all forms, including electronic and physical copies, that are in the possession or control of the Receiving Party. The method of return or destruction shall be as follows:

Procedure For Return Or Destruction Of Confidential Information Upon Termination

Return of Physical Documents: All physical documents and other tangible materials containing or pertaining to the Confidential Information shall be returned to the Disclosing Party, unless mutually agreed otherwise.

Deletion of Electronic Data: All electronic files, emails, and other digital forms of the Confidential Information stored on any electronic device in the possession or control of the Receiving Party shall be permanently deleted and erased.

Destruction of Confidential Information: In cases where the return of certain Confidential Information is not feasible, the Receiving Party shall destroy such information and must provide a written certification to the Disclosing Party confirming the destruction. This certification should detail the method of destruction and the date on which it was carried out.

Exceptions: Any Confidential Information that the Receiving Party is required to retain by law or under a valid court order may be retained, provided that the Receiving Party notifies the Disclosing Party of such requirement and continues to treat the retained Confidential Information as confidential in accordance with the terms of this Agreement.

The choice between return and destruction of the Confidential Information, unless specified by the Disclosing Party, shall be at the discretion of the Receiving Party, subject to the approval of the Disclosing Party.

Termination

This Non-Disclosure Agreement shall remain in effect until [Insert Termination Conditions], such as the completion of the purpose for which the Confidential Information was disclosed, a specified end date, or upon the mutual agreement of both parties to terminate. The Agreement may also be terminated by either party upon providing [Insert Number of Days] days written notice to the other party.

Upon Termination:

Return or Destruction of Confidential Information: Within [Insert Number of Days] days of the termination of this Agreement, the Receiving Party must either return or, at the Disclosing Party's discretion, destroy all copies of Confidential Information in its possession or control. This includes deleting all digital copies of Confidential Information and providing a written certification to the Disclosing Party that all such Confidential Information has been returned or destroyed and that no copies have been retained.

Survival: Notwithstanding the termination of this Agreement, the obligations regarding non-disclosure and non-use of Confidential Information as set forth in this Agreement shall survive for a period of **[Insert Number of Years]** years following the termination. This survival period is intended to protect the interests of the Disclosing Party while recognizing the Receiving Party's need for closure and certainty.

Ongoing Obligations: Any obligations that by their nature are intended to continue beyond the termination or expiration of this Agreement, including but not limited to the obligations regarding confidentiality, non-disclosure, and non-use of Confidential Information, shall survive the termination or expiration of this Agreement.

Injunction

In the event of a breach or a threatened breach of this Agreement by the Receiving Party, the Disclosing Party shall have the right to seek an injunction, restraining order, or other equitable relief from a court of competent jurisdiction to restrain such breach or threatened breach. The Receiving Party hereby acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would not be an adequate remedy.

Damages

In addition to injunctive relief, the Disclosing Party shall be entitled to recover all monetary damages that result from the Receiving Party's breach of this Agreement. This includes, but is not limited to, any loss of business or anticipated profits and any unauthorized benefits obtained by the Receiving

Party as a result of the breach. The Disclosing Party shall provide reasonable proof of such damages.

Indemnification

The Receiving Party agrees to indemnify, defend, and hold harmless the Disclosing Party and its affiliates, directors, officers, employees, and agents from and against any claims, losses, damages, liabilities, expenses, and costs (including reasonable attorney fees) arising out of or in connection with the Receiving Party's unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement.

The remedies provided in this section are not exclusive and are in addition to any other remedies available to the Disclosing Party under law or in equity. The election of one remedy at any time shall not preclude recourse to any other remedy that may be available.

Breach of Confidentiality

In the event that Confidential Information is disclosed, leaked, or otherwise made public by the Receiving Party in violation of the terms of this Non-Disclosure Agreement, the following actions shall be taken:

Immediate Notification: The Receiving Party shall immediately notify the Disclosing Party of the breach, including the details of the information disclosed, how the breach occurred, and the steps taken to mitigate the effects of the breach.

Containment and Mitigation: The Receiving Party shall take all necessary and reasonable steps to contain the breach and prevent further unauthorized disclosure. This includes working with any third parties who may have received

the Confidential Information to ensure its return or destruction and taking any legal or technical measures needed to mitigate the impact of the breach.

Cooperation: The Receiving Party agrees to cooperate fully with the Disclosing Party in any investigation or legal action that the Disclosing Party elects to pursue to protect its rights and interests in response to the breach.

Remedies for Breach: Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that:

- **Injunctive Relief:** The Disclosing Party shall be entitled to seek an injunction or other equitable relief to prevent further breaches of this Agreement and to protect its proprietary rights.
- **Damages:** The Receiving Party shall be liable for any and all damages, losses, costs, and expenses, including reasonable attorneys' fees, that the Disclosing Party incurs as a result of the breach of confidentiality. This includes any indirect or consequential damages resulting from the unauthorized disclosure of Confidential Information.
- **Indemnification:** The Receiving Party shall indemnify and hold harmless the Disclosing Party from any claim, damage, loss, or expense incurred due to the breach of this Agreement.

Legal Action: The Disclosing Party reserves the right to take any legal action deemed necessary to enforce this Agreement and protect its confidential information, including but not limited to seeking damages and pursuing criminal charges where applicable under the laws of India.

GOVERNING LAW & ARBITRATION

This Agreement, along with any services rendered under its terms, shall be governed by and construed in accordance with the laws and regulations of India. The rights and obligations of the parties herein shall be determined exclusively by Indian law.

Should any disputes or differences arise in relation to this Agreement, including the interpretation of its terms, the parties commit to resolving these through mutual discussions by authorized representatives. It is agreed that both parties will act in good faith and endeavor to settle any differences arising out of or in connection with this Agreement through dialogue. Should these discussions fail to resolve the dispute within **fifteen [15]** days from the start of discussions, the dispute shall be submitted to arbitration.

In the event of arbitration, the parties agree to the following conditions:

- The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act of India.
- In case the parties cannot jointly nominate a single arbitrator, **three [3]** arbitrators shall be appointed: one nominated by each party, and the third selected by the two appointed arbitrators. The chosen arbitrators shall be individuals of professional standing who are not directly or indirectly associated with either party. The nomination of the arbitrators must be agreed upon within **seven [7]** days following the issuance of a notice for arbitration.
- During the arbitration process, the parties agree not to pursue their disputes in a court of law until the arbitration is concluded.

- All arbitration hearings will take place in [Specify the City], and proceedings will be conducted in English.
- Notwithstanding the provisions for arbitration, the Company reserves the right to seek injunctive relief from any court within India in the event of a breach or anticipated breach of any terms of this Agreement by the consultant.

NOTICES

Any legal notice required or permitted under this Agreement must be in writing. Notices shall be considered effectively given as follows:

- Personal Delivery: When delivered in person to the recipient.
- Overnight Courier: Upon receipt of written verification from the courier service.
- Certified or Registered Mail: When the sender receives verification of receipt via return receipt requested.

Notices should be sent to the addresses specified below:

For the First Party:

- [Address of the First Party]

For the Second Party:

- [Address of the Second Party]

Either party may change their designated notice address by providing written notice to the other party in accordance with the terms set forth above.

FORCE MAJEURE

Both parties acknowledge that there may be circumstances beyond their control that could prevent them from fulfilling their contractual obligations under this Agreement. Therefore, neither party shall be held responsible for any failure or delay in the performance of their obligations herein, where such failure or delay is directly or indirectly caused by events beyond their reasonable control. These events include, but are not limited to, acts of God (such as earthquakes, hurricanes, floods, and other natural disasters), acts of terrorism, civil unrest or riots, wars, strikes or labor disputes (excluding those involving the party seeking to claim the benefit of this clause), government actions or restrictions, pandemics, utility outages or interruptions (including electricity, internet, or telecommunication failures), system transmission failures, server failures, or any other similar situation that renders the performance of obligations under this Agreement impossible or impracticable [**May Be Modified To Include Specific Events As Deemed Appropriate By The Parties**].

Upon the occurrence of any such force majeure event, the affected party shall promptly notify the other party, detailing the nature of the event, its anticipated duration, and any actions being taken to mitigate the situation. Both parties agree to make all reasonable efforts to resume performance of their contractual obligations as soon as possible once the force majeure event has been resolved or its impact sufficiently mitigated.

AMENDMENT AND MODIFICATION

This Agreement may be amended, modified, or supplemented only by a written document signed by duly authorized representatives of both parties. No verbal

agreement, discussion, or implied amendment shall be considered valid unless it is formalized through written documentation as specified herein.

WAIVER

The failure or delay of either party to enforce any of the provisions of this Agreement, or to exercise any right or privilege herein, shall not be construed as a waiver of such provision, right, or privilege. A waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. Instead, this Agreement shall be reformed and construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, and such provisions shall be replaced with a valid and enforceable provision that most closely reflects the original intention of the parties.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No other agreement, proposal, understanding, or negotiation, whether written or oral, shall be deemed to exist or to bind any of the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original.

[COMPANY NAME]

[RECEIVING PARTY]

Authorised Signature

Authorised Signature

[Name and Title]

[Name and Title]