

# NON-DISCLOSURE AGREEMENT

## Preamble

Non-Disclosure Agreement This Agreement made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016 By and Between <Party 1>  
WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a

## Definition of Confidential Information

“Confidential and or proprietary Information” shall mean and include any information disclosed by one Party (Disclosing Party). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trade secrets. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

## Non-Disclosure Obligation

The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and

## Standard of Care and Ownership

The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidential information of their respective companies. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable steps to protect the Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party.

## Return or Destruction of Confidential Information

Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested by the Disclosing Party) all Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

## Permitted Disclosure

The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a non-exclusive basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner acceptable to the Disclosing Party.

## Exclusions from Confidential Information

Confidential Information, however, shall not include any information which the Receiving Party can show: (i) is in or comes from the public domain; (ii) was independently developed by the Receiving Party; or (iii) was lawfully obtained from a third party.

## Disclosure Required by Law

In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information, the Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or court order.

## Use of Name and Trademarks

Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any public manner.

## Injunctive Relief

Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a confidential nature and that the disclosure of such Confidential Information would cause irreparable harm to the Disclosing Party.

## Indemnification

The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that the Disclosing Party incurs as a result of the Receiving Party's breach of this Agreement.

## Limitation of Liability

Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss regardless of whether a Party has been advised of the possibility of such damages.

## No Obligation to Disclose

Both the Parties agree that neither Party is obligated to disclose all or any of the Confidential Information to the other and may choose not to disclose any Confidential Information.

## Term and Survival

Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall survive the termination or expiration of the Agreement.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement.

### **Authority**

Each Party warrants that it has the authority to enter into this Agreement.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall remain in full force and effect.

### **Counterparts**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and together shall constitute the entire Agreement.

### **Relationship of Parties**

The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this Agreement shall be construed to create a partnership, joint venture, or any other form of association.

### **Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India.

Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore.

Any dispute shall be settled by arbitration under the Arbitration and Conciliation Act, 1996.

### **Entire Agreement**

Additional oral agreements do not exist and all modifications and amendments to this Agreement must be made in writing.

### **Assignment**

The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part without the prior written consent of the other Party.

### **Custom NDA Clause**

"The Receiving Party shall not disclose any Confidential Information to the extent that such disclosure is required by law or order of a court of competent jurisdiction."