This Non-Disclosure Agreement ("Agreement") is made and entered into on this [**Date of Agreement (DD/MM/YYYY)**] day of [**Month of Agreement**], [**Year of Agreement**]

**BETWEEN:**

[**Full Name of Disclosing Party**], a [**Description of Disclosing Party, e.g., company incorporated under the Companies Act, 2013 / sole proprietor / partnership firm**] having its registered office/principal place of business at [**Full Address of Disclosing Party**], PIN: [**PIN Code of Disclosing Party**] (hereinafter referred to as the "Disclosing Party", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

**AND:**

[**Full Name of Receiving Party**], a [**Description of Receiving Party, e.g., company incorporated under the Companies Act, 2013 / sole proprietor / partnership firm / individual**] having its registered office/principal place of business/residence at [**Full Address of Receiving Party**], PIN: [**PIN Code of Receiving Party**] (hereinafter referred to as the "Receiving Party", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

(The Disclosing Party and the Receiving Party are hereinafter collectively referred to as the "Parties" and individually as a "Party").

**WHEREAS:**

**1. Definition of Confidential Information:** "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, in writing, electronically, or in any other form, including but not limited to: [**Provide a more detailed list of the types of information considered confidential, e.g., trade secrets, technical data, financial information, customer lists, business plans, product designs, marketing strategies, pricing information, software code, know-how**]. Confidential Information shall also include any notes, analyses, compilations, studies, summaries, and other materials prepared by or on behalf of the Receiving Party that contain or are derived from the Disclosing Party's Confidential Information.

**2. Obligations of the Receiving Party:** The Receiving Party hereby agrees as follows: a) **Maintenance of Confidentiality:** To hold the Confidential Information in strict confidence and to take all reasonable measures to protect it from unauthorized disclosure, use, or access, which measures shall be at least as protective as those the Receiving Party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care. b) **Limited Use:** To use the Confidential Information solely for the Purpose and not for any other purpose whatsoever, including for its own benefit or the benefit of any third party, without the prior written consent of the Disclosing Party. c) **Restricted Disclosure:** Not to disclose the Confidential Information to any third party, including its affiliates, employees, agents, consultants, or advisors, except to those of its employees, agents, consultants, or advisors who have a need to know the Confidential Information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall be responsible for any breach of this Agreement by its employees, agents, consultants, or advisors. d) **Security Measures:** To maintain the Confidential Information in a secure location and to restrict access to it only to authorized personnel. e) **Notification of Unauthorized Disclosure:** To promptly notify the Disclosing Party in writing upon becoming aware of any unauthorized disclosure, use, or access to the Confidential Information and to cooperate fully with the Disclosing Party in taking steps to prevent further unauthorized activity.

**3. Exceptions to Confidentiality Obligations:** The obligations of confidentiality under this Agreement shall not apply to information that: a) was already known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records. b) is or becomes publicly known through no wrongful act or omission of the Receiving Party. c) is lawfully received by the Receiving Party from a third party who is not bound by any confidentiality obligation with respect to such information. d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records. e) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such requirement prior to disclosure and shall cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy.

**4. Term and Termination:** a) This Agreement shall commence on the date first above written and shall continue for a period of [**Specify Duration, e.g., one (1) year, two (2) years**] (the "Term"), unless terminated earlier in accordance with the provisions herein. b) Either Party may terminate this Agreement upon [**Specify Notice Period, e.g., thirty (30) days**] written notice to the other Party. c) The obligations of confidentiality under this Agreement shall survive the termination of this Agreement for a period of [**Specify Duration, e.g., three (3) years, five (5) years**] from the date of termination or the date of disclosure of the Confidential Information, whichever is later.

**5. Return or Destruction of Confidential Information:** Upon the termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall, at the Disclosing Party's option, promptly return to the Disclosing Party all tangible forms of the Confidential Information in its possession or control, including all copies thereof, or destroy all such tangible forms and provide the Disclosing Party with written certification of such destruction. Notwithstanding the foregoing, the Receiving Party may retain one (1) archival copy of the Confidential Information solely for legal and compliance purposes, subject to the confidentiality obligations hereunder.

**6. Ownership of Confidential Information:** The Receiving Party acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any license or right of any kind with respect to the Confidential Information, except for the limited right to use it for the Purpose.

**7. Remedies for Breach:** The Receiving Party acknowledges that any breach of its obligations under this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief (including preliminary and permanent injunctions) to prevent any actual or threatened breach of this Agreement, in addition to any other remedies available at law or in equity, including monetary damages and legal fees.

**8. Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. The courts in [**Specify City for Jurisdiction, e.g., Bengaluru**] shall have exclusive jurisdiction to entertain any suit or proceeding arising out of or relating to this Agreement.

**9. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

**10. Amendments:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

**11. Notices:** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered post with acknowledgment due to the addresses of the Parties mentioned hereinabove.

**12. Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

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

**FOR THE DISCLOSING PARTY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [**Name of Authorized Signatory of Disclosing Party**] Title: [**Title of Authorized Signatory of Disclosing Party**]

**FOR THE RECEIVING PARTY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [**Name of Authorized Signatory of Receiving Party**] Title: [**Title of Authorized Signatory of Receiving Party**]