**Non-Disclosure Agreement (NDA)**

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is entered into as of this ( {{ ***day*** }} ) day of ( {{ ***Month*** }} ), ( {{ ***Year*** }} )

**BY AND BETWEEN**

( {{ ***R\_INSERT\_NAME\_OF\_COMPANY*** }} ), a company registered as per Companies Act, 2013, having CIN No. ( {{ ***CIN\_No*** }} ) and having its registered office at ( {{ ***R\_INSERT\_ADDRESS*** }} ) (hereinafter referred to as ( {{ ***R\_INSERT\_ABBREVIATION\_IF\_ANY*** }} ) which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns and its affiliates or subsidiaries) of the One Part;

**AND**

( {{ ***I\_INSERT\_NAME\_OF\_COMPANY*** }} ), a company incorporated under the Companies Act, 1956 / 2013 having its office at ( {{ ***I\_INSERT\_ADDRESS*** }} ) (hereinafter called ( {{ ***I\_INSERT\_ABBREVIATION*** }} ) IF ANY” which expression shall include its successors and assigns and its affiliates or subsidiaries) of the Second Part, Throughout this Agreement, ( {{ ***R\_Company*** }} ) and ( {{ ***I\_Company*** }} ) are referred to individually as “Party” and collectively as “Parties”.

**WHEREAS**

A. ( {{ ***R\_INSERT*** }} ) and ( {{ ***I\_INSERT*** }} ) (“the two parties”) are negotiating a Business Arrangement for purpose ( {{ ***Business\_Arrangement\_for\_purpose\_of*** }} ) (hereinafter referred to as the "Proposed Arrangement").

B. To enable the two parties to evaluate the Proposed Arrangement, during the course of the negotiations, both parties would make available Confidential Information regarding the Arrangement to each other. The Party disclosing the Confidential Information is referred to herein as “Disclosing Party” and the Party to which such Confidential Information is disclosed is referred to herein as “Receiving Party”.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE TWO PARTIES HERETO AS FOLLOWS:

**1. PURPOSE:**

This Agreement is entered into with regard to the proposed business arrangement between ( {{ ***R\_Company\_1*** }} ) and ( {{ ***I\_Company\_1*** }} ). In order to enable both the parties to conduct the said Exercise, it may be necessary for both the parties to disclose to each other certain product and proprietary information, including but not limited to financial, operations, marketing, computer programs, documentation, data, trade secrets, systems, methodology, know-how, and other commercial knowledge, techniques, specifications, plans and information, whether written, oral, documentary or visual relating to the respective parties, its affiliates and their respective operations, customers and finances [the “Proprietary Information”].

2. In consideration of receiving the Confidential Information, both the parties hereby agree to use the same degree of care as it uses for its own confidential information, and not less than a reasonable degree of care, to keep confidential and not to disclose to any third party any Confidential Information.

**2. CONFIDENTIAL INFORMATION.**

Confidential Information shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications, and other business information relating to Employer’s business, assets, operations or contracts, furnished to Recipient and/or Recipient’s affiliates, officers, owners, agents, consultants or representatives, in the course of their efforts, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all analyses, compilations, products, studies, and other data or material prepared by or in the possession or control of the Recipient which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information may be provided in written, oral, electronic, or other form. Recipient acknowledges that no representation or warranty, expressed or implied, has been or is made by or on behalf of Employer as to the accuracy or completeness of any of the confidential information furnished to the Recipient.

**3. FORM OF DISCLOSURE.**

Confidential Information may be oral, visual, or by demonstration or in some other form not permanently recorded and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.

**4. PROTECTION OF CONFIDENTIAL INFORMATION:**

The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

1. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
2. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.
3. Within ( {{ ***Number\_of\_days*** }} ) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier **termination**) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
4. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

**5. EXCLUSIONS**.

Confidential Information, however, shall not include any information which the Receiving Party can show:

i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or

ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or

iii) was independently developed by the Receiving Party without making use of the Confidential Information; or

iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.

**6. DISCLOSURES REQUIRED BY LAW.**

In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Confidential Information supplied to it by Employer, Recipient shall provide Employer with prompt notice of such request so that Employer may seek an appropriate protective order and/or waive Recipient’s compliance with the provisions of this Agreement.

**7. INDEMNIFICATION.**

Recipient shall reimburse, indemnify and hold harmless Employer and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Employer as a result of or in connection with the use or disclosure of the Confidential Information contrary to the terms of this Agreement by Recipient or its affiliates,

employees, directors, officers, owners, consultants, agents or representatives or any others to whom such Confidential Information has been disclosed by any such persons or entities. The term "affiliates" as used in this Agreement shall mean any persons, corporations, partnerships, limited liability companies, or other business entities, which directly or indirectly control, are controlled by, or are in common control with such party to this Agreement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

**8. NO PUBLIC COMMENT.**

Recipient shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of Employer.

**9. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.**

Recipient shall notify Employer immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or any third party and will cooperate with Employer in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

**10. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.**

All Confidential Information disclosed to Recipient shall be and remain the property of Employer. Upon Employer’s written request, Recipient shall promptly return all Confidential Information (including all originals, copies, reproductions, and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement.

**11. NO LICENSE.**

Nothing contained in this Agreement shall be construed as granting or conferring to Recipient any rights or license or otherwise, either expressly or by implication, in or to any Confidential Information disclosed by Employer to Recipient as a result of this Agreement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by Employer.

**12. SURVIVAL**.

Recipient’s obligations of non-disclosure pursuant to the terms of this Agreement shall survive until all Confidential Information has been returned to Employer or the destruction thereof has been certified to Employer in writing.

**13. RELATIONSHIP**.

This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.

**14. NO WAIVER**.

Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

**15. BINDING AGREEMENT**.

This Agreement shall be binding upon Recipient and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling the Recipient or controlled by the Recipient and shall inure to the benefit of Employer and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Employer or controlled by Employer.

**16. INJUNCTIVE RELIEF**.

Recipient understands and agrees that any use or dissemination of Confidential Information in violation of this Agreement will cause Employer irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that Employer may be left with no adequate remedy at law; therefore, Employer shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

**17. PREVAILING PARTY**.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.

**18. GOVERNING LAW**.

Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be ( {{ ***place\_of\_arbitration*** }} ), India and the arbitration proceedings shall take place in the English language.

**19. ASSIGNMENT**.

This Agreement may not be assigned by Recipient without the prior written consent of Employer.

**20. ENTIRE AGREEMENT**.

This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

**21. SEVERABILITY**.

If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

**22. HEADINGS**. The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

**23. NON-CIRCUMVENTION**. Upon entering into this non-disclosure agreement and for a period of 3 years after the conclusion or termination of this agreement the Recipient shall not partake in business with or solicit business that was made available from the Employer to the Recipient for the purpose of circumvention. In the event such circumvention occurs the Employer shall be entitled to any and all compensation regarding any transactions that may take place from such events occurrence.

**24. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**25. EFFECTIVE DATE AND TERMINATION:**

This Agreement shall be effective from the Effective Date indicated below. In the event any transaction has been entered into between the parties hereto, then this Agreement will be over-ridden by the terms and conditions of the Transaction Documents and shall cease to be in effect from the date of execution of the Transaction Documents. Unless the Parties otherwise agree in writing, the obligations imposed under this Agreement shall continue for ( {{ ***No\_of\_years*** }} ) from the Effective Date in the event no transaction as contemplated hereinabove is entered between the Parties. Notwithstanding the foregoing, a non-defaulting Party may terminate this Agreement forthwith if the other Party commits any material breach of the terms of this Agreement with 30 days written notice. Without prejudice to the foregoing, the obligations of confidentiality shall survive termination of this Agreement for a period of one year from the first disclosure of such Confidential Information.

**25.1 CONSEQUENCES OF TERMINATION/EXPIRY**

(a) Upon termination of this Agreement, the Receiving Party shall, at its own expense and as per the direction of the Disclosing Party, either return or destroy all Confidential Information. Subsequent to the termination of the Agreement, no part of the Confidential Information shall be stored or retained by the Receiving Party in any form. Within ( {{ ***no\_of\_days*** }} ) of the termination, the Receiving Party shall certify in writing that all Confidential Information has been so returned or destroyed, as the case may be;

(b) Notwithstanding the return or destruction of the Confidential Information or the termination of this Agreement, the Receiving Party shall continue to be bound by its obligations of confidentiality and nondisclosure for a period of one year in terms of Clause 12 of this Agreement.

( {{ ***R\_NAME\_OF\_COMPANY*** }} )

By: ( {{ ***R\_Name*** }} )

Title: ( {{ ***R\_Title*** }} )

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and delivered for and on behalf of

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Witness)

( {{ ***I\_NAME\_OF\_COMPANY*** }} )

By: ( {{ ***I\_Name*** }} )

Title: ( {{ ***I\_Title*** }} )

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and delivered for and on behalf of

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Witness)