**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the “Agreement”) is effectively entered into on this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

**BETWEEN: [DISCLOSING PARTY NAME]** (hereinafter referred to as the “Disclosing Party”), a duly incorporated Company under the Companies Act, 2013, with its corporate office located at **[DISCLOSING PARTY ADDRESS].**

**AND [RECEIVING PARTY NAME]** (hereinafter referred to as the “Receiving Party”), an individual with his/her main address located at **[RECEIVING PARTY ADDRESS].**

**WHEREAS,** This Non-Disclosure Agreement is effective as of between [DISCLOSING PARTY] and [RECEIVING PARTY] for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

**WHEREAS,** The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

**IN CONSIDERATION OF** the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Disclosing Party and the Receiving Party (individually referred to as the “Party” and collectively referred to as the “Parties” to this Agreement) agree as follows:

**GENERAL:**

1. The Parties to this Agreement agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
3. The headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement or any of the provisions herein.
4. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
5. The Agreement does not permit the Receiving Party to assign or otherwise transfer their rights and obligation under this Agreement voluntarily, or by operation of law.

**DEFINITION OF CONFIDENTIAL INFORMATION**

1. Confidential Information (hereinafter referred to as the “Confidential Information”) refers to any data or information relating to the business of the Disclosing Party which would reasonably be considered proprietary to the Disclosing Party, including, but not limited to, accounting records, business processes, and user records, and that is not generally known in the industry of the Disclosing Party. The release of such Confidential Information could reasonably be expected to cause harm to the Disclosing Party.
2. For purposes of this Agreement shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
3. All written and oral information and material disclosed or provided by the Disclosing Party to the Receiving Party under this Agreement is Confidential Information, regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Receiving Party.

**EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

1. Receiving Party’s obligations under this Agreement do not extend to information that is:
2. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
3. discovered or created by the Receiving Party before disclosure by Disclosing Party;
4. learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or
5. is disclosed by Receiving Party with Disclosing Party’s prior written approval.

**OBLIGATIONS OF RECEIVING PARTY**

1. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
2. The Receiving Party agrees not to disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which they may have obtained, except as required by the Disclosing Party or by law. The obligations of confidentiality shall apply during the term of this Agreement and shall survive indefinitely upon termination of this Agreement.
3. The Receiving Party is hereby obliged to maintain strict confidentiality regarding all information shared by the Disclosing Party and shall not disclose this information to any third party without the explicit authorization of the Disclosing Party, except as required by law.

**TIME PERIODS**

1. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**SEVERABILITY**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**INTEGRATION**

1. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

**WAIVER**

1. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party’s obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

**JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION:**

1. This Agreement shall be governed by and construed in accordance with the laws of [STATE OR COUNTRY].
2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [City], [COUNTRY]. Each party hereby submits to the jurisdiction of such courts and waives any objection to venue laid therein.

**TERMINATION**

1. This Agreement shall remain in effect until terminated by either party with [NUMBER] days written notice to the other party. Upon termination, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in their possession and provide written certification of such return or destruction to the Disclosing Party.

**NOTICES**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties’ following addresses:
2. **[DISCLOSING PARTY NAME]**

**[DISCLOSING PARTY EMAIL]**

**[DISCLOSING PARTY ADDRESS]**

1. **[RECEIVING PARTY NAME]**

**[RECEIVING PARTY EMAIL]**

**[RECEIVING PARTY ADDRESS]**

**IN WITNESS WHEREOF THE PARTIES HAVE DULY AFFIXED THEIR SIGNATURES UNDER HAND AND SEAL ON THIS DAY \_\_\_\_ OF \_\_\_\_, 20\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[DISCLOSING PARTY NAME] [RECEIVING PARTY NAME]**