*You can use the template below as a base document for drafting non-disclosure agreements. However, you should customize it appropriately to meet the interests and risks faced by parties in light of the specific transaction that is contemplated by you.*

[*To be executed on stamp paper of appropriate value*]

**NON-DISCLOSURE AGREEMENT**

This Agreement ("**Agreement**") is made on this [\_\_\_] day of [\_\_\_], [\_\_\_\_] by and between

1. [\_\_\_],[\_\_\_] established under the laws of [\_\_\_] and having its principal place of business at [\_\_\_] (hereinafter referred to as the "**Disclosing Party**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

AND

2. [\_\_\_], a company incorporated under the laws of [\_\_\_] and having its principal place of business at [\_\_\_] (hereinafter referred to as "**Receiving Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part;**

# WHEREAS

A. The Disclosing Party is engaged in the business of providing [\_\_\_] ("**Business**").

B. The Disclosing Party and the Receiving Party are interested in discussing a possible [\_\_\_]. The Parties acknowledge that during the course of discussions between them, the Receiving Party shall become privy to certain Confidential Information (*defined hereinafter*) relating to the Disclosing Party and the Receiving Party has agreed to be bound by the non-disclosure provisions of this Agreement to govern the use and disclosure of the Confidential Information.

C. In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to govern the terms and conditions of their association.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:**

1. **CONFIDENTIAL INFORMATION**

1.1 For the purpose of this Agreement, the term "**Confidential Information**" shall mean such information relating to the Disclosing Party as the Disclosing Party may from time to time provide to the Receiving Partyunder or relating to this Agreement including all information communicated in writing or orally relating to business affairs, any technical data, or know-how, including but not limited to, that which is or relates to:

(a) inventions, ideas, processes, research, formats, formulas, human-readable code on any media, object code, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques;

(b) product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information;

(c) non-public market information, product plans;

(d) marketing or finances of the company in any form, customer information, business plans and strategies, price lists and market studies;

(e) contracts and client database, computer models and programs, research records, statistical methods of doing business, customers, finances, strategic and marketing plans, employee details, and such other proprietary information relating to the business of the Disclosing Party and is not in the public domain.

2. **NON-DISCLOSURE AND CONFIDENTIALITY**

2.1 The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

(a) that the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party;

(b) that the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;

(c) that the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and

(d) that the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorized manner.

2.2 The Receiving Party shall strictly adhere to the provisions mentioned above except:

(a) to the extent that such Confidential Information is already in the public domain, other than by breach of this Agreement;

(b) to the extent that such Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party;

(c) in so far as it is disclosed to the employees, directors, partner, financiers or professional advisers of the Receiving Party, provided that the Receiving Party shall procure that such persons treat such Confidential Information as confidential; and

(d) to the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

2.3 The Receiving Party shall not, except as and to the extent required, make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

3. **INJUNCTIVE RELIEF**

3.1 The Parties acknowledge that due to the extent of the disclosure of the Confidential Information to the Receiving Party, the Receiving Party understands that the Disclosing Party shall suffer irreparable damage if the Receiving Party breaches any of its obligations under this Agreement and that monetary damages shall be inadequate to compensate the Disclosing Party. Consequently, the Receiving Party acknowledges that, in addition to any other remedies of rights, the Disclosing Party shall have the right to obtain injunctive relief to enforce the terms of this Agreement.

4. **DISPUTE RESOLUTION AND GOVERNING LAW**

4.1 Any disputes arising in connection with this Agreement shall be referred to the arbitration of a sole arbitrator to be appointed by the Parties. The place of arbitration shall be [\_\_\_]. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996, and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

4.2 This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the courts at Mumbai, India.

5. **RESERVATION OF RIGHTS**

 No forbearance, indulgence, relaxation, or inaction by the Disclosing Party at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice its right to require performance of that provision at a later point in time.

6. **PARTIAL INVALIDITY**

 If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

7. **INDEMNIFICATION**

 The Receiving Party hereby provides complete indemnity to the Disclosing Party for any loss or damage caused to the Disclosing Party or any of its affiliates and assignees due to breach of obligations of the Receiving Party under this agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED:**

Signed and Delivered

By the Disclosing Party ([\_\_\_]), through [\_\_\_]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and Delivered

By the Receiving Party ([\_\_\_], through [\_\_\_]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_