**This Non-Disclosure Agreement is made on this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ by and between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a company incorporated under the Companies Act, 2013 having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** (hereinafter referred to as “**First Party**”), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the First Part.

AND

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a \_\_\_\_\_\_\_\_\_\_\_ firm having registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having PAN \_\_\_\_\_\_\_\_represented by\_\_\_\_\_\_ (hereinafter referred to as **“the Firm”**) which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the Third Part

**WHEREAS,** First Party is a company engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, the FIRM is engaged in the business of providing­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS,** in the course of conduct of business between the Parties, the Firm is going to gain access to Confidential Information which is the proprietary information of First Party. The Parties, desirous of protecting unauthorised use of this Confidential Information, are hereby entering into this NDA.

**NOW, THEREFORE,** in consideration of the mutual undertakings contained herein, the sufficiency of which is mutually accepted and acknowledged by both the Parties, the Parties hereby agree as follows:

1. Definitions:

i. “Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or observed by, the Firm including its affiliated companies, directors, officers and employees, and advisors from First Party, its affiliated companies, directors, officers and employees, and advisors relating to the business of the First Party, whether communicated in writing, electronically, photographically, or in recorded or any other form, including, but not limited to the Repository, sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, designs, drawings, specifications, concepts, reports and / or other details and particulars relating to First Party.

2. In consideration of the disclosure of Confidential Information by First Party, the Firm hereby agrees:

i. to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Firm employs with respect to its own confidential materials);

ii. not to disclose any such Confidential Information or any information derived therefrom to any third person;

iii. not to make any use whatsoever at any time of such Confidential Information except for the purpose agreed to in writing between the Parties; and

iv. to ensure that its employees to whom Confidential Information is disclosed for the purposes contained in this NDA, or who have access to Confidential Information, sign a non-disclosure or similar agreement in content substantially similar to this NDA and such employees shall also acknowledge in writing that they have understood the terms and conditions of this NDA and that they understand that the said terms and conditions are binding on them.

v. To return all Confidential Information to First Party forthwith and within a period of 10 days upon request by the First Party. First Party need not ascribe any reason for its request for return of Confidential Information. Should First Party permit the destruction of such Confidential Information, the Firm shall destroy the Confidential Information within the period as may be specified by First Party and shall provide First Party with written notice that such destruction has been carried out.

vi. Not to make copies of, or reproduce or display in any form and by any process, all or any of the Confidential Information, except for the purpose specified in clause 3 of this NDA.

3. The Firm shall be allowed to use the Confidential Information specifically for the purpose agreed to between the Parties in writing as per the requirements of First Party.

4. Without prejudice to the general prohibition on the use of Confidential Information that this NDA imposes on the Firm , it is specifically agreed to between the Parties that after the termination of the business association between the Parties, the Firm shall not use / re-use the Confidential Information including the Repository in any manner, and shall also ensure that its employees (who had access to Confidential Information due the business expediency of the Parties) do not use / re-use the Confidential Information including the Repository in any manner.

5. First Party and the Firm acknowledge that all of the First Party's Confidential Information including the Repository is owned solely by First Party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that First Party will have the right to obtain an immediate injunction enjoining any breach of this NDA, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Subject to the other terms and provisions hereof, this NDA shall be binding on both Parties commencing from the date of execution of this NDA and shall continue and remain to be in full force till it is terminated.

7. The Firm hereby undertakes to indemnify, defend and hold harmless First Party, from and against all damages, liabilities, losses, costs and expenses (including litigation costs) arising out of or with respect to any such breach of this NDA against any loss or damage incurred by First Party on account of unauthorized disclosure of Confidential Information by the Firm or its employees. This clause shall survive the termination of this NDA.

8. Notices.

(i) All notices, demands, contracts or waivers hereunder shall be given in writing by courier or telecopies addressed as indicated below or as otherwise indicated in writing by any party hereto:

First Party:

Firm:

(ii) Notice(s) under this Agreement shall be deemed to have been served in 2(Two) working days to be computed from the date of its dispatch by courier.

(iii) All notices and statements to be given under this NDA shall be in writing and shall be given or made at the respective addresses of the parties as set forth above, unless notification of a change of address is given in writing. The date of mailing shall be deemed to be the date the notice or statement is given.

9. Miscellaneous Provisions.

i. Modification of this NDA: No waiver or modification of any of the terms of this NDA shall be valid unless in writing, signed by both Parties. The Parties may add further terms and conditions to this NDA by way of an addendum to be signed by both the Parties.

ii. Governing Law and Jurisdiction: The validity of this NDA, its construction, interpretation and enforcement, and the rights of the Parties hereto, shall be determined under, governed by and construed in accordance with the laws of India. The Parties hereto agree that any dispute arising out of, or in connection with this NDA shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_\_\_\_\_\_\_\_.

iii. Severability: Each of the provisions contained in this NDA shall be construed as independent of every other such provision, to the effect that if any such provision or the application of any such provision to any person, firm or company or in any circumstances, shall be determined to be invalid and unenforceable for any reason whatsoever (including, without limitation, by reason of any legislation or other provision having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the Parties to this NDA) such provision or such part thereof shall be divisible from this NDA and shall be deemed to be deleted from this NDA and such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions of this NDA which shall continue in full force and effect.

iv. Mutual exclusivity and Harmonious construction: The clauses of this NDA are mutually exclusive of one and another and in case of any conflict in interpretation of different clauses of this NDA, harmonious construction of the clauses shall be resorted to.

v. This NDA shall benefit and bind the Parties and their respective successors, affiliates and permitted assigns.

vi. This NDA may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

vii. Failure by either Party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of this NDA shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed at New Delhi in the manner hereinafter appearing.

For For \_\_\_\_\_\_\_

Name: Name:

Designation: Designation: