Non-Disclosure Agreement

1. Parties and effective date

1.1 **Parties.** This Non-Disclosure Agreement (the "Agreement") is made between **[Party A's full legal name: _____]**, [Party A's legal form and registration number: _____], having its registered office or address at [Party A's registered office or address: _____] ("Party A"), and **[Party B's full legal name: _____]**, [Party B's legal form and registration number: _____], having its registered office or address at [Party B's registered office or address: _____] ("Party B"). Party A and Party B are each a "Party" and together the "Parties". The expression "Party" includes its successors and permitted assigns, unless the context requires otherwise.

1.2 **Effective Date.** This Agreement takes effect on **[Effective date: _____]** (the "Effective Date"), regardless of the date on which the last Party signs it.

1.3 **Earlier disclosures.** This Agreement also governs Confidential Information that one Party made available to the other in connection with the Purpose on or after [Earliest date of earlier disclosures covered: _____] and before the Effective Date. Use or disclosure of that information before this Agreement was signed is not a breach of this Agreement, unless it breached a duty of confidence that applied at the time.

1.4 **Capacity.** Each Party confirms that it is competent to contract, that it enters into this Agreement of its own free consent, and that the person signing for it is duly authorised to bind it.

2. Recitals and permitted purpose

2.1 **Recitals.** The Parties wish to explore, evaluate, negotiate or carry out the matter described in item 1 of Schedule A (the "Purpose"). For the Purpose, one or both Parties will make available information that is not public and that has commercial value because it is kept confidential. The Parties enter into this Agreement to set out the terms on which that information is shared, used and protected.

2.2 **Use for the Purpose only.** The Receiving Party may use Confidential Information only for the Purpose. Any other use, including use to compete with the Disclosing Party, to solicit its customers with its information, or to design around its products, needs the prior written consent of the Disclosing Party.

2.3 **Changing the Purpose.** The Purpose may be widened or changed only by a written amendment under Section 32. Talks about a different project do not change the Purpose. Information shared for a different project is protected by this Agreement only if the Parties record that in writing.

2.4 **Disclosure is voluntary.** Each Party decides what information it shares, when and in what form. Nothing in this Agreement obliges a Party to disclose any information, to keep disclosing it or to update it.

3. Type of agreement and consideration

3.1 **Election.** The Parties choose the following type of agreement: **[Type of agreement: _____]**.

3.2 **Mutual agreement.** If the Parties choose "mutual", each Party is a Disclosing Party for the information it shares and a Receiving Party for the information it receives. Every obligation in this Agreement then binds both Parties equally.

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3.3 **One-way agreement.** If the Parties choose "one-way", only **[Only disclosing party (one-way only): _____]** is the Disclosing Party and the other Party is the Receiving Party. Information that the Receiving Party sends to the Disclosing Party is then not protected by this Agreement, except to the extent that it contains or reflects the Disclosing Party's own Confidential Information. A Receiving Party that wishes to share its own confidential material should first change the election to "mutual" by a written amendment.

3.4 **No election.** If no type is chosen, or if the choice is unclear, the Agreement is mutual.

3.5 **Consideration.** Each Party gives its promises in this Agreement in return for the promises of the other Party, the access to information that this Agreement allows and the opportunity to evaluate the Purpose. The Parties agree that this is lawful consideration and that the object of this Agreement is lawful.

4. Definitions

4.1 **Defined terms.** In this Agreement:

(a) "**Affiliate**" means any entity that controls, is controlled by or is under common control with a Party, where "control" means holding more than half of the voting rights or the right to appoint a majority of the board of directors;

(b) "**Applicable Law**" means every law, rule, regulation, notification, order, direction and binding guideline in force in India from time to time, including the Indian Contract Act, 1872, the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 once in force;

(c) "**Business Day**" means a day other than a Saturday, a Sunday or a public holiday at the place where the notice is received;

(d) "**Confidential Information**" has the meaning in Section 5;

(e) "**Disclosing Party**" means the Party that makes Confidential Information available, directly or through its Affiliates or Representatives;

(f) "**Disclosure Period**" means the period starting on the Effective Date and ending on the earlier of (i) the end of [Length of the disclosure period: _____] after the Effective Date and (ii) the date on which either Party ends the Disclosure Period by written notice under Section 22.2;

(g) "**Personal Data**" means any data about an individual who is identifiable by or in relation to that data, and includes "personal information" and "sensitive personal data or information" as those terms are used under the Information Technology Act, 2000;

(h) "**Receiving Party**" means the Party that receives Confidential Information, directly or through its Affiliates or Representatives;

(i) "**Representatives**" means the persons described in Section 10.1;

(j) "**Trade Secret**" means Confidential Information that derives commercial value from not being generally known and that the Disclosing Party takes reasonable steps to keep secret, such as formulae, source code, algorithms, processes, recipes, supplier terms, pricing models and customer lists;

(k) "**UPSI**" means unpublished price sensitive information as defined in the SEBI (Prohibition of Insider Trading) Regulations, 2015.

4.2 **Interpretation.** Headings are for convenience only. The singular includes the plural and the

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reverse. "Including" means "including without limitation". A reference to a statute includes it as amended or re-enacted. A reference to "writing" includes an electronic record that remains accessible for later reference. A reference to a Section or a Schedule is to a section of, or a schedule to, this Agreement. The Schedules form part of this Agreement.

5. Confidential Information

5.1 **Scope.** "Confidential Information" means all information, in any form or medium, that the Disclosing Party or its Representatives make available to the Receiving Party or its Representatives in connection with the Purpose, whether before, on or after the Effective Date, and whether in writing, orally, visually, electronically, by demonstration or by giving access to premises, systems or samples.

5.2 **Included categories.** Confidential Information includes:

(a) Trade Secrets, know-how, inventions (whether or not patentable), designs, drawings, specifications, formulae, technical data, prototypes and samples;

(b) source code, object code, software, algorithms, data models, databases, system architecture, passwords and access credentials;

(c) business plans, strategies, forecasts, budgets, financial statements, pricing, costs, margins, tenders, bids and investment or transaction proposals;

(d) the identity of and terms with customers, suppliers, distributors, employees, consultants and investors;

(e) UPSI and any other information about a company whose securities are listed on a recognised stock exchange that is not generally available;

(f) Personal Data, including Personal Data of employees, customers and users;

(g) the categories listed in items 2 and 3 of Schedule A; and

(h) all notes, analyses, compilations, summaries, extracts, forecasts and other material that the Receiving Party or its Representatives prepare and that contain or reflect any of the above ("Derived Material").

5.3 **Fact of discussions.** The existence and content of the discussions between the Parties, and the terms of this Agreement, are Confidential Information of each Party. Neither Party may make a public announcement about the Purpose without the prior written consent of the other Party, except as Section 12 or Section 13 allows.

5.4 **Information of third parties.** Information that the Disclosing Party holds in confidence for a third party, such as an Affiliate, a customer or a licensor, is Confidential Information of the Disclosing Party under this Agreement.

5.5 **Contractual protection.** The Parties acknowledge that the protection of Confidential Information, including Trade Secrets, rests on this Agreement and on the general law of confidence. The Parties have therefore set out the protected categories, the permitted uses and the remedies in full in this Agreement.

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6. Marking and oral disclosures

6.1 **Marking of written material.** The Disclosing Party should mark written and electronic Confidential Information "Confidential" or with a similar legend, or identify it as confidential in the covering email or in the data room index.

6.2 **Oral and visual disclosures.** Information disclosed orally, visually or by giving access is Confidential Information if the Disclosing Party identifies it as confidential at the time of disclosure. The Disclosing Party should confirm the main points of that disclosure in writing within [Days to confirm oral disclosures in writing: _____] days, but a failure to do so does not remove the protection if the information is confidential under Section 6.3.

6.3 **Unmarked information.** A failure to mark or identify information does not remove it from this Agreement if a reasonable person in the position of the Receiving Party would understand, from the nature of the information or the circumstances of disclosure, that it is confidential. Trade Secrets, source code, Personal Data, UPSI and unpublished financial information are always treated as confidential.

6.4 **Correcting an omission.** The Disclosing Party may mark information as confidential after disclosure by written notice. From the date of that notice, the Receiving Party must treat the information as Confidential Information. Disclosures that the Receiving Party made in good faith before the notice are not a breach.

7. Exclusions

7.1 **Exclusions.** Confidential Information does not include information that the Receiving Party can show by written evidence:

(a) is or becomes generally available to the public, other than through a breach of this Agreement by the Receiving Party or its Representatives;

(b) was lawfully known to the Receiving Party, without any duty of confidence, before the Disclosing Party disclosed it;

(c) is lawfully received from a third party who is free to disclose it and who does not owe a duty of confidence to the Disclosing Party in respect of it; or

(d) is independently developed by the Receiving Party or its Representatives without use of or reference to the Disclosing Party's Confidential Information, by persons who had no access to it.

7.2 **Combinations.** Confidential Information is not within an exclusion merely because individual parts of it are public or known to the Receiving Party. A combination of features is excluded only if the combination itself, and its principle of operation, are public or known.

7.3 **Personal Data.** Personal Data remains subject to Section 15 even if one of the exclusions in Section 7.1 applies to it, to the extent that Applicable Law protects it.

7.4 **Burden.** The Receiving Party that relies on an exclusion bears the burden of proving it.

8. Confidentiality and non-use obligations

8.1 **Confidentiality.** The Receiving Party must keep the Disclosing Party's Confidential Information strictly confidential. It must not disclose it, or permit it to be disclosed, to any person except as Sections 10, 12 and 13 allow.

8.2 **Non-use.** The Receiving Party must not use Confidential Information for any purpose other than

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the Purpose. In particular, it must not use it to develop, manufacture, market or sell a competing product or service, to solicit the Disclosing Party's customers or suppliers, or to file any patent, design or other intellectual property application.

8.3 **Copies.** The Receiving Party may make copies of Confidential Information only to the extent reasonably needed for the Purpose. Every copy must carry the same confidentiality markings as the original.

8.4 **No circumvention.** The Receiving Party must not use Confidential Information to approach, or to deal directly with, any customer, supplier, investor or target that the Disclosing Party has introduced in connection with the Purpose, in order to bypass the Disclosing Party.

8.5 **Negative covenants.** The Parties agree that the obligations in this Section 8 are negative covenants not to disclose and not to use, given in exchange for access to information, and that each of them may be enforced on its own.

9. Standard of care and security measures

9.1 **Standard of care.** The Receiving Party must protect Confidential Information with at least the degree of care it uses to protect its own information of a similar nature, and in no case with less than reasonable care.

9.2 **Security measures.** The Receiving Party must, as a minimum:

(a) keep Confidential Information on secure systems with access controls, unique user credentials and logging of access;

(b) encrypt Confidential Information in electronic form when it is sent over public networks or stored on portable devices;

(c) store physical documents in locked premises or cabinets;

(d) limit access to persons who need it for the Purpose under Section 10;

(e) not upload Confidential Information to any public or third-party generative artificial intelligence tool, translation service or file-sharing service that may store or train on it, unless the Disclosing Party has agreed in writing; and

(f) apply the additional measures in item 6 of Schedule A.

9.3 **Agreed security practices.** For Personal Data that is sensitive personal data or information under the Information Technology Act, 2000, the Parties agree that the measures in this Section 9 and in Schedule A are the reasonable security practices and procedures between them. This does not lower any standard that Applicable Law requires.

9.4 **Sharing method.** The Parties will share Confidential Information by the method stated in item 7 of Schedule A, or by another method that the Disclosing Party approves in writing.

9.5 **Records.** On request, the Receiving Party must tell the Disclosing Party which of its Representatives have received Confidential Information.

10. Permitted recipients (Representatives)

10.1 **Who may receive.** The Receiving Party may disclose Confidential Information only to its and its Affiliates' directors, officers, employees, professional advisers (including lawyers, chartered accountants and company secretaries), lenders, bona fide prospective financiers and the further

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persons listed in item 4 of Schedule A (together, "Representatives"), and only to the extent that each of them needs to know it for the Purpose.

10.2 **Conditions.** Before disclosure, the Receiving Party must inform each Representative of the confidential nature of the information and ensure that the Representative is bound by written obligations of confidentiality, or by professional duties of confidence, no less protective than this Agreement.

10.3 **Responsibility.** The Receiving Party is responsible for every act or omission of its Representatives as if it were its own. A breach of this Agreement by a Representative is a breach by the Receiving Party.

10.4 **Contractors.** The Receiving Party may disclose Confidential Information to a contractor or consultant who is not named in Schedule A only with the prior written consent of the Disclosing Party.

11. No reverse engineering

11.1 **Prohibition.** The Receiving Party must not, and must ensure that its Representatives do not, reverse engineer, decompile, disassemble, analyse the chemical composition of, or otherwise try to derive the structure, source code or composition of any sample, prototype, software, product or material supplied under this Agreement.

11.2 **Permitted testing.** Section 11.1 does not prevent testing that the Disclosing Party expressly allows in writing for the Purpose. The results of any testing are Confidential Information of the Disclosing Party.

11.3 **Software.** The Receiving Party must not remove, alter or obscure any copyright notice, licence key or confidentiality legend on software or material supplied to it.

12. Compelled disclosure

12.1 **Disclosure required by law.** The Receiving Party may disclose Confidential Information to the extent that it is required to do so by Applicable Law, by an order of a court or tribunal of competent jurisdiction, by a regulator or government authority acting within its powers, or by the rules of a recognised stock exchange.

12.2 **Notice and assistance.** Where Applicable Law permits, the Receiving Party must:

(a) promptly notify the Disclosing Party in writing of the requirement, with a copy of the order or demand;

(b) consult with the Disclosing Party on the timing and content of the disclosure;

(c) give reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party seeks a protective order, sealed filing or other confidential treatment; and

(d) disclose only the part of the Confidential Information that it is legally required to disclose, and request confidential treatment for it.

12.3 **Continuing protection.** Information disclosed under this Section 12 remains Confidential Information for all other purposes.

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13. Protected disclosures

13.1 **Communications with SEBI.** Nothing in this Agreement prevents or impedes any individual from communicating with, or providing information to, the Securities and Exchange Board of India ("SEBI") about a possible violation of securities law. Neither Party will enforce, or threaten to enforce, this Agreement against an individual in respect of such a communication. This Section 13.1 does not apply to agreements related to legal representation of a client and communications under them.

13.2 **Complaints of sexual harassment.** Nothing in this Agreement prevents an aggrieved woman, a witness or any other person from making a complaint to an Internal Committee or a Local Committee, giving evidence in an inquiry, or taking any step under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The contents of a complaint, the identities of the persons involved and the details of an inquiry must be kept confidential as section 16 of that Act requires, and this Agreement does not authorise their publication.

13.3 **Regulators and law enforcement.** Nothing in this Agreement prevents a Party or an individual from reporting a possible offence to the police or a competent authority, from giving information to a regulator or government authority that has power to require it, or from giving truthful evidence in legal proceedings.

13.4 **Legal advice.** Nothing in this Agreement prevents a Party or an individual from disclosing Confidential Information in confidence to its own advocate or legal adviser for the purpose of obtaining legal advice about its rights or obligations, including about a disclosure under this Section 13.

13.5 **Scope of a protected disclosure.** A person making a disclosure under this Section 13 should disclose only what is reasonably needed for that purpose. In all other respects the information remains Confidential Information. Material held for, or as the subject of, a disclosure under this Section 13 does not need to be returned or destroyed under Section 23 while the matter is pending.

14. Insider trading and unpublished price sensitive information

14.1 **Acknowledgement.** Each Party acknowledges that Confidential Information may include UPSI about a Party, its Affiliates or a third party whose securities are listed or proposed to be listed on a recognised stock exchange in India.

14.2 **Legitimate purpose.** UPSI is shared under this Agreement only for the Purpose, which the Parties agree is a legitimate purpose. Each Party that shares UPSI will keep a record of the sharing as Applicable Law requires.

14.3 **Obligations of the recipient.** The Receiving Party must, and must ensure that each of its Representatives who receives UPSI will:

(a) keep the UPSI confidential and not communicate it to any person except for the Purpose, the performance of duties or the discharge of legal obligations;

(b) not deal in, or procure or advise any other person to deal in, the securities of the company concerned while in possession of UPSI; and

(c) give the Disclosing Party the names of the persons who received UPSI, when the Disclosing Party asks for them to meet its own legal obligations.

14.4 **Transactions.** Where UPSI is shared in connection with a proposed transaction, this Agreement

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is the confidentiality and non-disclosure agreement that the recipients sign for that purpose. The Receiving Party agrees not to trade in the securities concerned while it holds the UPSI.

14.5 **Cleansing.** The obligations in Section 14.3(b) end when the UPSI is made generally available or ceases to be price sensitive.

15. Personal data protection

15.1 **Application.** This Section 15 applies where Confidential Information includes Personal Data.

15.2 **Roles.** Where the Receiving Party processes Personal Data on behalf of the Disclosing Party, the Disclosing Party is the data fiduciary and the Receiving Party is the data processor for that processing. This Agreement is the contract under which that processing takes place, unless the Parties sign a separate data processing agreement, which then prevails for Personal Data.

15.3 **Processor obligations.** A Receiving Party that processes Personal Data on behalf of the Disclosing Party must:

(a) process it only on the documented instructions of the Disclosing Party and only for the Purpose;

(b) keep it confidential and allow access only to Representatives who need it and who are bound by confidentiality;

(c) protect it by reasonable security safeguards, including those in Section 9, to prevent a personal data breach;

(d) not engage another processor without the prior written consent of the Disclosing Party, and bind any approved processor by written terms no less protective than this Section 15;

(e) assist the Disclosing Party, at its reasonable cost, to respond to requests from individuals exercising their rights and to meet its obligations under Applicable Law;

(f) erase the Personal Data when the Purpose no longer needs it or when the Disclosing Party asks, whichever is earlier, unless Applicable Law requires the Receiving Party to keep it; and

(g) make available the information reasonably needed to show compliance with this Section 15.

15.4 **No further disclosure.** The Receiving Party must not disclose Personal Data that it obtained under this Agreement in breach of this Agreement or without the consent of the individual concerned.

15.5 **Responsibility of the data fiduciary.** The Parties acknowledge that the data fiduciary remains responsible under Applicable Law for Personal Data processed on its behalf, whatever this Agreement says. Nothing in this Section 15 shifts that statutory responsibility, but it allocates responsibility between the Parties.

15.6 **Commencement.** The Parties acknowledge that the main obligations of the Digital Personal Data Protection Act, 2023 come into force on 13 May 2027. Before that date, the Parties will comply with section 43A and section 72A of the Information Technology Act, 2000 and the rules made under it. On and from that date, they will comply with the Digital Personal Data Protection Act, 2023 and the rules made under it. The Parties will negotiate in good faith any amendment that a change in Applicable Law requires.

15.7 **Transfers outside India.** The Receiving Party must not transfer Personal Data outside India except as Applicable Law permits and with the prior written consent of the Disclosing Party.

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16. Notice of unauthorised disclosure

16.1 **Notice of a breach.** The Receiving Party must notify the Disclosing Party in writing without undue delay, and in any case within [Hours to report a leak: _____] hours, after it becomes aware of any actual or reasonably suspected unauthorised access to, use of, disclosure of or loss of Confidential Information, including a personal data breach.

16.2 **Content of the notice.** The notice must describe, so far as is then known, the nature and extent of the incident, the information and persons affected, the likely consequences and the steps taken or proposed to contain it. The Receiving Party must update the notice as further facts become known.

16.3 **Cooperation.** The Receiving Party must, at its own cost where the incident arose from its breach, take all reasonable steps to stop the incident, recover the information, limit its effects and prevent a repeat. It must cooperate with the Disclosing Party in any investigation and in any legal action against third parties.

16.4 **Intimation to the Board and individuals.** Where the incident is a personal data breach of Personal Data for which the Disclosing Party is the data fiduciary, the Receiving Party must give the Disclosing Party the information it needs to inform the Data Protection Board and each affected individual in the form and manner that Applicable Law prescribes. The Receiving Party must not itself notify the Board, the affected individuals or the press without the Disclosing Party's consent, unless Applicable Law requires it.

17. Ownership, no licence and feedback

17.1 **Ownership.** All Confidential Information remains the property of the Disclosing Party or of the third party that supplied it. Derived Material, to the extent that it contains the Disclosing Party's Confidential Information, is subject to this Agreement.

17.2 **No licence.** Nothing in this Agreement grants the Receiving Party any licence or other right in any patent, copyright, design, trade mark, Trade Secret or other intellectual property of the Disclosing Party, except the limited right to use Confidential Information for the Purpose.

17.3 **Feedback.** If the Receiving Party gives the Disclosing Party comments or suggestions about the Disclosing Party's products or plans ("Feedback"), the Disclosing Party may use the Feedback freely, without payment and without any obligation of confidence, provided that this does not grant a licence to any patent or other registered right of the Receiving Party or permit disclosure of the Receiving Party's own Confidential Information.

18. Patents and public disclosure

18.1 **No publication.** The Receiving Party must not publish, present, post online or otherwise make public any invention, design or technical information that it received from the Disclosing Party, and must not file any patent or design application that claims or describes it.

18.2 **Purpose of this Section.** The Parties acknowledge that the Disclosing Party may wish to apply for patents for inventions disclosed under this Agreement, and that an unauthorised publication may affect its rights.

18.3 **Unauthorised publication.** If the Receiving Party becomes aware of any publication or filing in breach of Section 18.1, it must notify the Disclosing Party immediately in writing, with full details, and must give reasonable assistance, including evidence that the matter was obtained from the Disclosing Party and published without its consent.

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18.4 **Assignment of improper filings.** If the Receiving Party or a Representative files an application in breach of Section 18.1, the Receiving Party must, at the Disclosing Party's request, assign or procure the assignment of that application and any resulting rights to the Disclosing Party without payment.

19. No warranty and no obligation to proceed

19.1 **No warranty.** Confidential Information is provided "as is". The Disclosing Party gives no warranty, express or implied, about its accuracy, completeness, fitness for purpose or non-infringement of third-party rights, except that it has the right to disclose it. The Disclosing Party is not liable for any use of or reliance on Confidential Information, except as a definitive agreement provides.

19.2 **No obligation to proceed.** This Agreement does not oblige either Party to enter into any further agreement, transaction or relationship. Either Party may end discussions about the Purpose at any time, for any reason, by written notice, without liability, subject to the continuing obligations in this Agreement.

19.3 **Definitive agreements.** Only a definitive written agreement signed by both Parties will bind them to a transaction. Unless that agreement says otherwise, this Agreement continues to apply to Confidential Information disclosed under it.

19.4 **Costs.** Each Party bears its own costs of evaluating the Purpose, except as Section 35 provides.

20. Independent development; no restraint of trade

20.1 **Independent development.** This Agreement does not prevent either Party from developing, acquiring or marketing products, services or technology that compete with those of the other Party, provided that it does so without use of or reference to the other Party's Confidential Information and without breach of this Agreement.

20.2 **No restraint of trade.** Nothing in this Agreement restrains any Party, any Representative or any individual from exercising a lawful profession, trade or business, or from taking up employment with any person, after the Disclosure Period ends. The obligations in this Agreement protect Confidential Information only, and the Parties will read them that way.

20.3 **Residual knowledge of individuals.** An individual is not in breach of this Agreement merely because he or she uses general skill, knowledge and experience acquired during the Purpose. This Section 20.3 does not permit the disclosure or use of Trade Secrets or of Confidential Information that the individual has intentionally memorised or recorded.

20.4 **Freedom to deal with others.** Each Party may hold discussions on similar subjects with third parties, provided that it does not use or disclose the other Party's Confidential Information.

21. Non-solicitation during the term (optional)

21.1 **Election.** This Section 21 applies only if the Parties choose "yes" here: **[Apply the during-term non-solicitation clause?: _____]**. If they choose "no", or make no choice, this Section 21 does not apply.

21.2 **No solicitation during the Disclosure Period.** If this Section 21 applies, neither Party will, during the Disclosure Period only, directly solicit for employment any employee of the other Party with whom it had contact, or whose details it received, in connection with the Purpose.

21.3 **Exceptions.** Section 21.2 does not prevent:

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(a) general advertisements or job postings not aimed at the other Party's employees, or hiring a person who responds to them;

(b) hiring a person who approaches a Party on his or her own initiative; or

(c) hiring a person whose employment with the other Party ended before the approach.

21.4 **Ends with the Disclosure Period.** The restriction in Section 21.2 ends automatically when the Disclosure Period ends. No restriction on solicitation or competition applies after that date. Nothing in this Section 21 restrains any individual from accepting employment with anyone.

22. Term and survival

22.1 **Term.** This Agreement starts on the Effective Date and continues until the last of the obligations in Section 22.3 has ended.

22.2 **Ending disclosures.** Either Party may end the Disclosure Period at any time by giving the other Party at least fifteen days' written notice. Confidential Information disclosed after the Disclosure Period ends is not protected by this Agreement unless the Parties agree otherwise in writing.

22.3 **Duration of confidentiality.** The obligations of confidentiality and non-use in this Agreement apply to each item of Confidential Information:

(a) for Trade Secrets and source code, for as long as the information remains a Trade Secret or source code that is not public;

(b) for Personal Data, for as long as the Receiving Party or a Representative holds it; and

(c) for all other Confidential Information, until the end of **[Years of confidentiality after the disclosure period: _____]** years after the end of the Disclosure Period.

22.4 **Survival.** Sections 1, 4, 5, 7 to 10, 12 to 18, 20 and 22 to 36 and the Schedules survive the end of the Disclosure Period and of this Agreement for the periods stated in this Section 22. Rights and remedies that accrued before the end of this Agreement are not affected.

23. Return and destruction

23.1 **When.** Within [Days to return or destroy material: _____] days after the earlier of (a) the Disclosing Party's written request and (b) the end of the Disclosure Period, the Receiving Party must, at the Disclosing Party's choice, return or destroy all Confidential Information of the Disclosing Party and all Derived Material.

23.2 **Electronic copies.** The Receiving Party must permanently delete electronic copies from its systems, devices and cloud storage, so far as is technically practicable, and must instruct its Representatives to do the same.

23.3 **Personal Data.** The Receiving Party must erase all Personal Data received under this Agreement, and cause each of its processors to erase it, unless Applicable Law requires it to be kept.

23.4 **Permitted retention.** The Receiving Party may keep (a) copies that Applicable Law, a regulator or a professional body requires it to keep, (b) copies in automatic backup systems that are not readily accessible, until they are overwritten in the normal course, and (c) material held under Section 13.5. Kept copies remain subject to this Agreement for as long as they are kept, and the Receiving Party must not access them except as required by law.

23.5 **Certificate.** Within the same period, an authorised officer of the Receiving Party must sign and

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deliver to the Disclosing Party a certificate in the form of Schedule B confirming that this Section 23 has been complied with.

23.6 **Continuing duties.** Return or destruction does not end the obligations of confidentiality and non-use in this Agreement.

24. Injunction and specific relief

24.1 **Injunction.** Each Party acknowledges that a breach or threatened breach of Sections 8, 10, 11, 14, 15 or 18 may cause the Disclosing Party harm for which there is no standard for ascertaining the actual damage and for which compensation in money would not give adequate relief. The Disclosing Party may therefore apply to a court of competent jurisdiction for a temporary, interim or perpetual injunction to prevent the breach, in addition to any other remedy.

24.2 **Negative covenants.** The Parties agree that the obligations not to disclose and not to use Confidential Information are negative agreements that may be enforced by injunction on their own, even if any affirmative part of this Agreement cannot be specifically enforced.

24.3 **Specific performance.** The Disclosing Party may also seek an order for the return, delivery up or destruction of Confidential Information and Derived Material, and for the disclosure of the persons to whom Confidential Information has been given.

24.4 **Interim relief and arbitration.** The right to seek interim relief from a court under this Section 24 applies even if the Parties have chosen arbitration under Section 28, and seeking it is not a waiver of the right to arbitrate.

24.5 **Remedies cumulative.** The remedies in this Agreement are in addition to any remedy available under Applicable Law, including for breach of confidence.

25. Damages, liquidated damages and indemnity

25.1 **Compensation.** A Party in breach of this Agreement must compensate the other Party for loss or damage caused by the breach that naturally arose in the usual course of things from the breach, or that the Parties knew, when they made this Agreement, to be likely to result from the breach.

25.2 **Liquidated damages.** For each breach of Section 8 by the Receiving Party or its Representatives, the Parties name the following sum as the amount to be paid: **[Named sum per breach of confidentiality: _____]**. If no sum is stated, this Section 25.2 does not apply. The Parties acknowledge that the court will award reasonable compensation not exceeding the named sum, and that the named sum does not limit the right to an injunction under Section 24 or to compensation for a breach of any other Section.

25.3 **Indemnity.** The Receiving Party will indemnify the Disclosing Party against all losses, damages, penalties, reasonable legal fees and costs that the Disclosing Party suffers or incurs as a result of:

(a) a breach of this Agreement by the Receiving Party or its Representatives;

(b) a claim by a third party, including an individual whose Personal Data is affected, arising from such a breach; or

(c) any penalty imposed on the Disclosing Party by a regulator or authority arising from such a breach, to the extent that Applicable Law allows indemnity for it.

25.4 **Conduct of claims.** The Disclosing Party must notify the Receiving Party promptly of any third-

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party claim covered by Section 25.3, must not settle it without consulting the Receiving Party, and must take reasonable steps to mitigate its loss.

26. Limitation of liability

26.1 **Indirect loss.** Neither Party is liable for remote or indirect loss or damage, or for loss of profit, revenue or goodwill that does not arise naturally in the usual course of things from a breach.

26.2 **Cap.** Subject to Section 26.3, each Party's total liability under this Agreement is limited to **[Cap on ordinary liability: _____]**.

26.3 **Exclusions from the cap.** The limit in Section 26.2 does not apply to:

(a) a wilful or deliberate breach of Sections 8, 10, 14, 15 or 18;

(b) the indemnity in Section 25.3;

(c) liability for fraud; or

(d) any liability that cannot be limited under Applicable Law.

26.4 **Time to claim.** Nothing in this Agreement limits the time within which a Party may enforce its rights under Applicable Law, or restricts a Party absolutely from enforcing its rights by the usual legal proceedings, except as the arbitration agreement in Section 28 provides.

27. Governing law

27.1 **Governing law.** This Agreement, and any dispute or claim arising out of or in connection with it, including non-contractual disputes, is governed by and construed in accordance with the laws of India.

27.2 **Mandatory law.** Nothing in this Agreement excludes a protection that Applicable Law gives to an individual and that cannot be excluded by contract.

28. Dispute resolution

28.1 **Negotiation.** If a dispute arises out of or in connection with this Agreement, either Party may give the other written notice of the dispute. Senior representatives of the Parties will meet, in person or online, within fifteen days of that notice and try in good faith to resolve it.

28.2 **Choice of forum.** If the dispute is not resolved within thirty days of the notice, it will be finally resolved by the method that the Parties choose here: **[Dispute resolution method: _____]**. If no method is chosen, Section 28.3 (arbitration) applies.

28.3 **Arbitration.** If arbitration applies, the dispute will be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The tribunal will consist of a sole arbitrator appointed by agreement of the Parties or, failing agreement within thirty days, as that Act provides. The seat and venue of arbitration is **[Seat of arbitration: _____]**. The language of the arbitration is English. The award is final and binding on the Parties. This Section 28.3 is an arbitration agreement in writing.

28.4 **Courts.** If the Parties choose courts, the courts at **[City whose courts hear disputes: _____]** have jurisdiction over the dispute. Where the dispute is a commercial dispute of a specified value under the Commercial Courts Act, 2015 and the plaintiff does not seek urgent interim relief, the plaintiff must first exhaust pre-institution mediation as that Act requires.

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28.5 **Urgent relief.** Nothing in this Section 28 prevents a Party from applying at any time to a court of competent jurisdiction for interim measures, including an injunction under Section 24, before, during or after arbitral proceedings.

28.6 **Continued performance.** Each Party must continue to perform its obligations under this Agreement while a dispute is being resolved.

29. Notices

29.1 **Form.** Every notice under this Agreement must be in writing, in English, and delivered by hand, by registered post with acknowledgement due, by reputed courier, or by email to the addresses below or to another address that a Party notifies under this Section 29.

29.2 **Addresses.** Party A: [Party A's registered office or address: _____], email [Party A's email for notices: _____]. Party B: [Party B's registered office or address: _____], email [Party B's email for notices: _____].

29.3 **Deemed receipt.** A notice is deemed received: (a) if delivered by hand or courier, on delivery; (b) if sent by registered post, on the fifth Business Day after posting; and (c) if sent by email, when it enters the recipient's system, provided that no automatic message of non-delivery is received. A notice received after 6 p.m. or on a day that is not a Business Day is deemed received on the next Business Day.

29.4 **Legal proceedings.** This Section 29 does not apply to the service of legal proceedings, which follows Applicable Law.

30. Assignment

30.1 **No assignment without consent.** Neither Party may assign, transfer or novate this Agreement or any right or obligation under it without the prior written consent of the other Party.

30.2 **Group and successors.** Either Party may, by written notice, assign this Agreement to an Affiliate or to a successor to all or substantially all of the business to which this Agreement relates, provided that the assignee agrees in writing to be bound by it.

30.3 **Binding effect.** This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

31. Relationship of the parties

31.1 **Independent parties.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise or employment relationship between them.

31.2 **No authority.** Neither Party may bind the other or make any representation on the other's behalf.

31.3 **Authority to sign.** Each Party confirms that it has full power and authority, including any board or shareholder approval that its constitutional documents require, to enter into and perform this Agreement.

32. Amendment and waiver

32.1 **Amendment.** This Agreement may be amended only by a written document that refers to this Agreement and is signed by authorised representatives of both Parties. An exchange of emails is not an amendment unless both emails expressly say that they amend this Agreement and are authenticated by an electronic signature under Section 36.

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32.2 **Waiver.** A failure or delay in exercising a right or remedy is not a waiver of it. A waiver is effective only if it is in writing and signed by the Party giving it, and it applies only to the circumstances for which it is given.

33. Severability

33.1 **Severance.** If any provision of this Agreement, or part of a provision, is held void, invalid or unenforceable, including under section 27 of the Indian Contract Act, 1872, that provision or part is void only to that extent. The rest of this Agreement remains in full force.

33.2 **Narrow reading.** If a restriction in this Agreement would be void as a restraint of trade but would be valid if it were limited in duration or scope, it applies with the limits needed to make it valid, and in any case only during the Disclosure Period.

33.3 **Replacement.** The Parties will negotiate in good faith a valid provision that comes as close as possible to the commercial intent of the provision that was severed.

34. Entire agreement

34.1 **Entire agreement.** This Agreement, including its Schedules, is the entire agreement between the Parties about its subject matter. It replaces all earlier agreements, understandings and arrangements about the confidentiality of information shared for the Purpose, except any duty of confidence that applied to an earlier disclosure under Section 1.3.

34.2 **No reliance.** Each Party confirms that it has not relied on any statement or representation that is not set out in this Agreement. This does not limit liability for fraud.

34.3 **Order of precedence.** If the main body of this Agreement conflicts with a Schedule, the main body prevails, except that a separate data processing agreement under Section 15.2 prevails for Personal Data.

35. Stamp duty and costs

35.1 **Stamping.** This Agreement will be stamped before or at the time of its execution with the stamp duty payable under the stamp law that applies in the State of **[State whose stamp law applies: _____]**, or in any other State where it is executed or received and where further duty is payable.

35.2 **Cost of stamp duty.** The stamp duty, and any penalty for late or insufficient stamping, will be paid by **[Party that pays the stamp duty: _____]**. If the Parties share it, each pays half.

35.3 **Further stamping.** If this Agreement is brought into a State where additional duty is payable, the Party that brings it there, or that needs to rely on it there, will pay the additional duty, unless the Parties agree otherwise.

35.4 **Cooperation.** Each Party will sign any document and take any step reasonably needed to stamp this Agreement, or to cure any deficit in stamping, so that it can be admitted in evidence.

35.5 **Other costs.** Except as this Section 35 and Section 25 provide, each Party bears its own costs of negotiating, preparing and performing this Agreement.

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36. Counterparts and electronic execution

36.1 **Counterparts.** This Agreement may be signed in any number of counterparts. Each counterpart is an original, and all counterparts together are one agreement.

36.2 **Electronic execution.** The Parties may sign this Agreement by an electronic signature or electronic authentication technique that is reliable and that the Information Technology Act, 2000 recognises, including Aadhaar-based e-Sign or a digital signature certificate. An electronically signed copy has the same effect as a copy signed by hand.

36.3 **Electronic contract.** The Parties agree that this Agreement is not unenforceable merely because it was formed, signed or exchanged by electronic means.

36.4 **Evidence.** Each Party will keep a complete, signed copy of this Agreement, including the stamp certificate, in a form accessible for later reference.

IN WITNESS WHEREOF the Parties have signed this Agreement on the dates below, with effect from the Effective Date.

For and on behalf of [Party A's full legal name: _____]
Place: [Place where Party A signs: _____]
Signature:
Name: [Name of Party A's signatory: _____]
Designation: [Designation of Party A's signatory: _____], duly authorised
Date:

For and on behalf of [Party B's full legal name: _____]
Place: [Place where Party B signs: _____]
Signature:
Name: [Name of Party B's signatory: _____]
Designation: [Designation of Party B's signatory: _____], duly authorised
Date:

Witnesses:\

1. Signature, name and address:\
2. Signature, name and address:

SCHEDULE A: PURPOSE AND CONFIDENTIAL INFORMATION

1. Purpose: [Purpose of sharing information: _____]

2. Main categories of Party A's Confidential Information: [Party A's main categories of information: _____]

3. Main categories of Party B's Confidential Information: [Party B's main categories of information: _____]

4. Further Representatives who may receive Confidential Information: [Further Representatives allowed: _____]

5. Persons who may not receive Confidential Information without consent: Any person not described in Section 10.1 or in item 4.

6. Additional security measures: [Additional security measures: _____]

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7. Method of sharing Confidential Information: [How information will be shared: _____]

Describe each category in general terms only. Do not write the Confidential Information itself in this Schedule.

SCHEDULE B: CERTIFICATE OF RETURN OR DESTRUCTION

This certificate is given under Section 23.5 of the Non-Disclosure Agreement between [Party A's full legal name: _____] and [Party B's full legal name: _____] dated [Effective date: _____].

1. Name of the Receiving Party:

2. Date of the Disclosing Party's request, or of the end of the Disclosure Period:

3. Material returned, with the date and method of return:

4. Material destroyed or deleted, with the date and method:

5. Personal Data erased, and processors instructed to erase it:

6. Material kept under Section 23.4, and the reason for keeping it:

7. Representatives instructed to return or destroy their copies:

I, the undersigned, a director or authorised officer of the Receiving Party, certify that after reasonable enquiry the information above is true and correct, and that the Receiving Party and its Representatives have returned, destroyed or erased the Confidential Information as Section 23 requires, except for the material listed in item 6. The kept material remains subject to the Agreement.

Place:
Signature:
Name:
Designation:
Date:

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