



Non-Disclosure Agreement (India-centric)

This Non-Disclosure Agreement ("Agreement") is entered into on [Effective Date], by and between [Disclosing Party Name], having its registered office at [Address], and [Receiving Party Name], having its registered office at [Address], collectively referred to as the "Parties."

1. Definitions

"Confidential Information" shall mean all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, in oral, written, or electronic form, including but not limited to, business plans, financial data, technical specifications, customer lists, or trade secrets.

2. Obligations of Receiving Party

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and shall not disclose it to any third party without prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of [Insert Purpose].

3. Exceptions

The obligations of confidentiality shall not apply to information that: (a) is or becomes public without breach of this Agreement; (b) is lawfully received from a third party without restriction; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by law or regulation.

4. Term and Termination

This Agreement shall be effective from the date of execution and remain in effect for a period of [Insert Duration] or until terminated by either Party with [Insert Notice Period] written notice. The confidentiality obligations shall survive for a period of [Insert Survival Period] after termination.

5. Return or Destruction of Information

Upon termination or upon written request, the Receiving Party shall return or destroy all Confidential Information, including all copies, summaries, or derivatives thereof, and certify such destruction if requested by the Disclosing Party.

6. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies available.

7. No License

Nothing in this Agreement shall be construed as granting any license or rights to the Receiving Party under any patents, copyrights, trademarks, or other intellectual property rights of the Disclosing Party.

8. No Partnership or Agency

This Agreement does not create any partnership, joint venture, or agency relationship between the Parties. The Receiving Party shall not represent itself as having any authority to bind the Disclosing Party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at [Insert Jurisdiction] shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Disclosing Party	Receiving Party
Signature: _____ Name: Title: Date:	Signature: _____ Name: Title: Date: