

Non-Disclosure Agreement — Investor (India)

Investor-specific NDA for pre-pitch confidential disclosure under Indian law

HOW TO USE THIS TEMPLATE

1.	Use before sharing pitch deck, financial projections, or business plan with an investor.
2.	Many institutional VCs will not sign NDAs — assess relationship before insisting.
3.	Keep this investor-friendly — use plain commercial language, not overly legalistic.
4.	For mutual sharing situations use the Mutual NDA template instead.
5.	Execute before the meeting, not after you have already shared information.

PARTIES

Company (Disclosing Party)	[Startup's full legal name and CIN]
Company — Represented by	[Founder name and designation]
Company — Address	[Registered address]
Investor (Receiving Party)	[Investor's full name / Fund name]
Investor — Type	[Individual Angel / Angel Network / VC Fund / Family Office / Corporate VC / Strategic Investor]
Investor — Address	[Investor's address / Fund's registered address]
Investor — Representative	[Name of partner / manager reviewing the investment]
Effective Date	[DD Month YYYY]
Evaluation Period	[90 / 180] days from Effective Date (period during which due diligence is being conducted)

RECITALS

1. The Company has developed certain proprietary technology, business models, and strategies that constitute valuable confidential and proprietary information.
2. The Investor is evaluating a potential investment in the Company (the "Transaction") and requires access to certain of the Company's confidential and proprietary information to conduct that evaluation.
3. The Company is willing to disclose such information to the Investor solely for the purpose of enabling the Investor to evaluate the Transaction, on the terms and conditions set out in this Agreement.
4. The Parties intend this Agreement to protect the Company's confidential information while enabling the Investor to conduct a thorough and informed evaluation of the Transaction.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

"Confidential Information" means all non-public information disclosed by or on behalf of the Company to the Investor or its Representatives in connection with the evaluation of the Transaction, in any form or medium, including: the Company's pitch deck, presentation materials, and executive summaries; financial statements, management accounts, projections, and forecasts; business plans, strategies, and growth roadmaps; technology architecture, source code, proprietary algorithms, and technical documentation; customer and user data, customer lists, and revenue attribution information; employee, contractor, and supplier details; cap table, shareholding structure, and existing investor terms; term sheets, letters of intent, and any commercial agreements; all information designated as confidential; and any analysis, compilation, or derivative work prepared from any of the foregoing. Confidential Information shall include information shared before, on, or after the Effective Date in connection with the Transaction.

"Permitted Purpose" means solely the evaluation and negotiation of a potential investment by the Investor in the Company, and no other purpose.

"Representatives" means the Investor's partners, associates, directors, employees, legal counsel, accountants, and financial advisors who are directly involved in evaluating the Transaction, each of whom is bound by obligations of confidentiality at least as protective as those in this Agreement.

"Transaction" means the potential equity investment by the Investor in the Company being evaluated during the Evaluation Period.

2. EXCLUSIONS

2.1 Confidential Information does not include information that the Investor can demonstrate was: (a) publicly available at disclosure; (b) already known to the Investor; (c) independently developed by the Investor; (d) received from a third party without restriction; or (e) required to be disclosed by law, subject to prior notice to the Company and cooperation in seeking protection.

3. INVESTOR'S OBLIGATIONS

3.1 Confidentiality. The Investor shall: (a) hold all Confidential Information in strict confidence; (b) not disclose it to any person other than its Representatives; (c) use it solely for the Permitted Purpose; (d) implement adequate security measures; and (e) promptly notify the Company of any suspected breach.

3.2 No Competitive Use. The Investor shall not use the Confidential Information, directly or indirectly, to benefit any portfolio company or other entity in which the Investor has an interest that competes with the Company, nor shall the Investor share the Confidential Information with any such entity.

3.3 No Solicitation. During the Evaluation Period and for twelve (12) months thereafter, the Investor shall not solicit for employment any employee or key contractor of the Company whose identity becomes known to the Investor through the evaluation process.

3.4 No Announcements. The Investor shall not make any public statement, press release, or announcement regarding the existence of this Agreement, the Transaction under evaluation, or its discussions with the Company without the Company's prior written consent.

4. INTELLECTUAL PROPERTY AND OWNERSHIP

4.1 All Confidential Information remains the exclusive property of the Company. No licence, right, or interest of any kind is granted to the Investor by virtue of this Agreement or the disclosure of Confidential Information. The Investor shall not use, apply for, or register any intellectual property rights in or derived from the Confidential Information.

5. RETURN OF INFORMATION

5.1 If the Transaction is not completed, or upon request by the Company, or on expiry of the Evaluation Period, the Investor shall promptly: (a) return all written materials containing Confidential Information; (b) permanently delete all electronic copies from its systems; and (c) certify such return and deletion in writing. One archival copy may be retained for compliance purposes only, subject to ongoing confidentiality.

6. TERM AND CONFIDENTIALITY PERIOD

Evaluation Period	[90 / 180] days from Effective Date
Confidentiality Survival	[2 / 3] years after end of Evaluation Period or termination
Trade Secret Survival	Indefinite — as long as information remains a trade secret

6.1 This Agreement shall remain in force for the Evaluation Period. Confidentiality obligations survive expiry or termination for the periods specified above.

7. REMEDIES

7.1 The Investor acknowledges that breach of this Agreement would cause irreparable harm to the Company for which monetary compensation alone would be inadequate. The Company shall be entitled to seek injunctive or equitable relief without bond. The Investor shall indemnify the Company for all losses, costs, and legal fees arising from any breach by the Investor or its Representatives.

8. GENERAL PROVISIONS

8.1 **Governing Law.** Governed by the laws of India. Disputes to be resolved before courts of [City], India.

8.2 **No Obligation to Transact.** Nothing in this Agreement obliges either Party to proceed with the Transaction or any other commercial arrangement. Either Party may discontinue discussions at any time without liability.

8.3 **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties on its subject matter. Amendments must be in writing and signed by both Parties.

8.4 **No Partnership.** Nothing herein creates a partnership, joint venture, employment, or agency between the Parties.

8.5 **Counterparts and Electronic Signatures.** May be executed in counterparts. Electronic and PDF signatures are valid.

8.6 **Stamp Duty.** Execute on appropriate non-judicial stamp paper per applicable state Stamp Act.

EXECUTION

COMPANY (DISCLOSING PARTY)	INVESTOR (RECEIVING PARTY)
[Company Full Legal Name]	[Investor Full Name / Fund Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation / Title: _____
Date: _____	Date: _____

Place: _____	Place: _____
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IMPORTANT NOTE

IMPORTANT: Many institutional venture capital funds maintain a policy of not signing NDAs as a matter of standard practice. This is commercially understood and should not be taken as bad faith. This NDA is most appropriate for angel investors, family offices, and early-stage strategic investors. Template only — not legal advice. Have reviewed by a qualified IP advocate.

INVESTOR NDA — ADDITIONAL COMMERCIAL PROTECTIONS

9.1 Due Diligence Process Management. All due diligence requests shall be directed to the Company's designated point of contact (the CEO or their nominee). The Investor shall not approach the Company's employees, customers, suppliers, or advisors directly without prior written consent of the CEO. This channelling of due diligence requests is designed to protect the Company's operational efficiency and confidentiality during the evaluation process and is a standard requirement that the Investor agrees to observe.

9.2 Data Room Protocol. Where the Company establishes a virtual data room for due diligence, the Investor shall: (a) only access the data room using authorised credentials; (b) not download or print documents unless expressly permitted; (c) limit data room access to Representatives who have a specific need; (d) immediately notify the Company of any suspected unauthorised access; and (e) cease all access immediately on receipt of written notice from the Company.

9.3 Exclusivity (if applicable). Unless separately agreed in writing, this Agreement does not grant the Investor any exclusivity for the Transaction. The Company reserves the right to continue exploring interest from other investors during the Evaluation Period.

9.4 Governing Law and Enforceability. This Agreement is governed by the laws of India. The Investor acknowledges that: (a) the Confidential Information is commercially valuable and constitutes trade secrets of the Company; (b) any breach would cause the Company irreparable harm; (c) the Company shall be entitled to seek injunctive relief without bond in any court of competent jurisdiction; and (d) this Agreement shall be enforceable against the Investor and its fund entity(ies) that receive Confidential Information under this Agreement.

9.5 Stamp Duty and Execution. This Agreement shall be executed on non-judicial stamp paper of appropriate value per the applicable state Stamp Act. It may be executed in counterparts. Electronic signatures, DocuSign, and PDF signatures are valid and binding.