

Non-Disclosure Agreement — Mutual (India)

Mutual NDA for general business discussions between two parties under Indian law

HOW TO USE THIS TEMPLATE

1. Replace every [BRACKETED FIELD] with actual party details before signing.
2. Both parties must sign before any confidential information is shared.
3. Keep one original signed copy per party.
4. For investor conversations use the Investor NDA. For one-way disclosure use the One-Way NDA.
5. Have this reviewed by a qualified IP advocate for high-stakes transactions.

PARTIES

Party 1 — Full Legal Name	[Full legal name of Party 1]
Party 1 — Entity Type	[Private Limited Company / LLP / Registered Partnership / Individual]
Party 1 — CIN / PAN	[CIN if company / PAN if individual]
Party 1 — Registered Address	[Complete registered address including PIN code]
Party 1 — Authorised Representative	[Name and designation of person signing]
Party 2 — Full Legal Name	[Full legal name of Party 2]
Party 2 — Entity Type	[Private Limited Company / LLP / Registered Partnership / Individual]
Party 2 — CIN / PAN	[CIN if company / PAN if individual]
Party 2 — Registered Address	[Complete registered address including PIN code]
Party 2 — Authorised Representative	[Name and designation of person signing]
Effective Date	[DD Month YYYY]
Purpose of Disclosure	[Specific purpose — e.g. 'evaluating a potential technology partnership in the field of artificial intelligence software']

RECITALS

1. Party 1 and Party 2 (each individually a "Party" and collectively the "Parties") wish to explore a potential business relationship, collaboration, or transaction as described in the Purpose above.
2. In connection with the Purpose, each Party may disclose to the other Party certain proprietary, technical, commercial, and other confidential information of significant business value.
3. Each Party wishes to protect the confidential information it discloses from unauthorised use, disclosure, or exploitation by the other Party.
4. Each Party recognises that any unauthorised disclosure or use of the other Party's confidential information could cause irreparable harm for which monetary damages alone may not be an adequate remedy.

5. The Parties therefore wish to enter into this Agreement to govern the treatment of confidential information exchanged between them in connection with the Purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means, with respect to either Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where "control" means the ownership of more than fifty percent (50%) of the voting securities or other voting interests of such entity.

1.1 "Confidential Information" means any and all information or data, in whatever form or medium (whether written, oral, electronic, visual, or otherwise), that is disclosed by or on behalf of a Disclosing Party to a Receiving Party in connection with the Purpose, and which: (a) is designated or marked as "confidential", "proprietary", or with similar designation at the time of disclosure; (b) is disclosed orally and identified as confidential at the time of disclosure and confirmed in writing within seven (7) days thereafter; or (c) a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Without limiting the foregoing, Confidential Information includes: business plans and strategies; financial data, projections, and models; customer lists, customer data, and customer relationship details; supplier and vendor information; technical specifications, source code, object code, algorithms, data structures, APIs, and software documentation; product roadmaps and development plans; marketing plans and campaign strategies; trade secrets and proprietary know-how; research and development information; pricing models and cost structures; personnel information and compensation details; and any analyses, summaries, notes, or derivative works prepared by the Receiving Party that incorporate any of the foregoing.

1.1 "Disclosing Party" means the Party disclosing Confidential Information to the other Party under this Agreement.

1.1 "Permitted Purpose" means the specific purpose described in the Parties section above for which Confidential Information is being exchanged.

1.1 "Receiving Party" means the Party receiving Confidential Information from the other Party under this Agreement.

1.1 "Representatives" means, with respect to either Party, its directors, officers, employees, agents, advisors, accountants, legal counsel, and consultants who have a need to know the Confidential Information for the Permitted Purpose and who are bound by obligations of confidentiality no less protective than those in this Agreement.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

2.1 The obligations of confidentiality in this Agreement shall not apply to any information that the Receiving Party can demonstrate by written evidence:

- (a) was in the public domain at the time of disclosure or subsequently becomes publicly available through no act, omission, or fault of the Receiving Party or its Representatives;
- (b) was already known to the Receiving Party or its Representatives at the time of disclosure, as evidenced by written records predating the disclosure;
- (c) is independently developed by the Receiving Party or its Representatives without access to, reference to, or use of the Confidential Information, as evidenced by contemporaneous written records;

(d) is lawfully received by the Receiving Party from a third party who is not subject to any confidentiality obligation with respect to such information; or

(e) is required to be disclosed by applicable law, regulation, court order, or order of a competent governmental authority, provided that: (i) the Receiving Party gives the Disclosing Party prompt prior written notice of such requirement (to the extent legally permissible); (ii) the Receiving Party reasonably cooperates with the Disclosing Party in seeking a protective order or other appropriate relief; and (iii) any such disclosure is limited to the minimum information required by the applicable legal obligation.

3. CONFIDENTIALITY OBLIGATIONS

3.1 Standard of Care. Each Receiving Party shall: (a) hold all Confidential Information of the Disclosing Party in strict confidence; (b) protect the Confidential Information using at least the same degree of care it uses to protect its own most sensitive confidential information, but in no event using less than reasonable care; (c) not disclose any Confidential Information to any person or entity other than its Representatives as permitted under Clause 3.2; and (d) not use any Confidential Information for any purpose other than the Permitted Purpose.

3.2 Permitted Disclosures to Representatives. Each Receiving Party may disclose Confidential Information to its Representatives solely on a strict need-to-know basis for the Permitted Purpose, provided that: (a) each Representative is informed of the confidential nature of the information and the terms of this Agreement; (b) each Representative is bound by written confidentiality obligations that are no less restrictive than those in this Agreement; and (c) the Receiving Party remains fully liable for any breach of this Agreement by its Representatives.

3.3 Notification of Breach. Each Receiving Party shall promptly notify the Disclosing Party in writing upon becoming aware of any unauthorised access to, disclosure of, or use of any Confidential Information. Such notification shall include all reasonably available details regarding the nature and extent of the breach, the information affected, the likely consequences, and the measures taken or proposed to address the breach.

3.4 No Reverse Engineering. The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, algorithms, or underlying ideas from any software, hardware, or other technical Confidential Information disclosed to it, except to the extent expressly permitted by applicable law and with the prior written consent of the Disclosing Party.

3.5 No Copying. The Receiving Party shall not copy, reproduce, or store any Confidential Information in any medium beyond what is strictly necessary for the Permitted Purpose. Any copies or reproductions shall bear a prominent confidentiality notice.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 No Transfer of Rights. Nothing in this Agreement shall be construed as granting either Party any right, title, interest, or licence, express or implied, in or to any Confidential Information or any intellectual property rights of the other Party, including any patents, trademarks, copyrights, trade secrets, or other proprietary rights.

4.2 Ownership of Confidential Information. All Confidential Information disclosed by a Disclosing Party remains the exclusive property of the Disclosing Party. The Receiving Party acquires no ownership interest in any Confidential Information by virtue of its disclosure or the Receiving Party's access to it.

4.3 No Implied Rights. The disclosure of Confidential Information shall not constitute any representation, warranty, or assurance by the Disclosing Party regarding the accuracy, completeness, or fitness for any particular purpose of such information, nor shall it constitute a representation that use of such information will not infringe any third-party intellectual property rights.

5. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 Obligation to Return or Destroy. Upon the written request of the Disclosing Party at any time, or upon the termination or expiration of this Agreement, the Receiving Party shall, at the Disclosing Party's election: (a) promptly return to the Disclosing Party all tangible materials and documents containing or reflecting any Confidential Information, including all copies, extracts, and summaries thereof; or (b) promptly and permanently destroy all such materials, including all electronic copies, and certify such destruction in writing to the Disclosing Party within seven (7) days.

5.2 Retention of Copies. Notwithstanding Clause 5.1, the Receiving Party may retain one (1) archival copy of Confidential Information solely for the purpose of compliance with applicable law or its standard data retention policies, provided that such archival copy remains subject to the confidentiality obligations of this Agreement for as long as it is retained.

5.3 IT Systems. The obligation to destroy Confidential Information in electronic systems shall be deemed satisfied if the Receiving Party uses commercially reasonable efforts to delete such information from its active systems, it being acknowledged that residual copies may remain in automated backup systems and need not be actively purged from such systems.

6. TERM AND TERMINATION

Initial Term	[24 / 36 / 60] months from the Effective Date
Termination Notice	[30 / 60] days written notice by either Party
Confidentiality Survival Period	[2 / 3 / 5] years from the date of termination or expiry

6.1 Commencement. This Agreement shall come into force on the Effective Date and shall remain in force for the Initial Term unless earlier terminated in accordance with this Clause 6.

6.2 Termination by Notice. Either Party may terminate this Agreement for any reason or no reason by giving the other Party written notice of the period specified in the term table above. Termination shall not affect any obligations that have accrued prior to the effective date of termination.

6.3 Survival of Obligations. The confidentiality obligations of each Receiving Party shall survive the termination or expiry of this Agreement and continue in full force and effect for the Confidentiality Survival Period specified above with respect to all Confidential Information received prior to termination or expiry. Obligations with respect to trade secrets shall survive indefinitely.

7. REMEDIES AND ENFORCEMENT

7.1 Acknowledgement of Irreparable Harm. Each Party acknowledges and agrees that: (a) the Confidential Information of the Disclosing Party is of a special, unique, and extraordinary character; (b) any breach of this Agreement would cause the Disclosing Party irreparable harm and injury that cannot be adequately compensated by monetary damages alone; and (c) in the event of any actual or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive or other equitable relief from a court of competent jurisdiction without the necessity of proving actual damage or providing any bond or security.

7.2 Cumulative Remedies. The rights and remedies of the Disclosing Party set forth in this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity. The Disclosing Party's election to pursue any particular remedy shall not preclude it from pursuing any other remedy simultaneously or subsequently.

7.3 Indemnification. The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party and its Affiliates, directors, officers, and employees from and against all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any breach of this Agreement by the Receiving

Party or its Representatives; or (b) any unauthorised use or disclosure of the Disclosing Party's Confidential Information by the Receiving Party or its Representatives.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to the other that:

- (a) it is duly organised, validly existing, and in good standing under the laws of India;
- (b) it has full power and authority to enter into and perform its obligations under this Agreement;
- (c) this Agreement has been duly authorised by all necessary corporate or other action and constitutes a valid and binding obligation enforceable against it in accordance with its terms;
- (d) the execution and performance of this Agreement does not violate any applicable law, regulation, order, or any agreement to which it is a party; and
- (e) the person signing this Agreement on its behalf has full authority to do so.

9. GENERAL PROVISIONS

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India, including the Indian Contract Act 1872, without regard to its conflict of laws principles.

Dispute Resolution	[Negotiation (30 days) → Mediation (30 days) → Arbitration / Litigation]
Arbitration Institution (if chosen)	[MCIA Mumbai / DIAC Delhi / ICC / Ad hoc under Arbitration and Conciliation Act 1996]
Seat of Arbitration	[Mumbai / Delhi / Bengaluru / Other]
Number of Arbitrators	[1 for disputes below Rs.1 crore / 3 for disputes above Rs.1 crore]
Court Jurisdiction (if litigation)	[City] — [High Court / District Court]

9.2 **Entire Agreement.** This Agreement, together with any schedules or annexures attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter.

9.3 **Amendment.** No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and duly signed by authorised representatives of both Parties.

9.4 **Waiver.** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

9.5 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, provided that the Parties shall use their best efforts to achieve the same economic effect as the original provision.

9.6 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Clause shall be null and void.

9.7 **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered by hand against written acknowledgement; (b) sent by registered post with

acknowledgement due to the address specified in this Agreement; or (c) sent by email to the address specified below with delivery receipt confirmed.

Party 1 Notice Email	[Email address for legal notices]
Party 2 Notice Email	[Email address for legal notices]

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by PDF shall be deemed valid and binding.

9.9 Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency between the Parties. Neither Party shall have the authority to bind the other Party in any manner.

9.10 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, epidemic, pandemic, or governmental actions, provided that the affected Party notifies the other promptly and uses reasonable efforts to resume performance.

9.11 Stamp Duty. The Parties acknowledge that this Agreement may be subject to stamp duty under applicable state law. Each Party shall be responsible for its own stamp duty obligations, if any. This Agreement shall be executed on non-judicial stamp paper of appropriate value as required by the applicable Stamp Act of the state of execution.

9.12 Language. This Agreement is executed in the English language. In the event of any conflict between this Agreement and any translation thereof, the English language version shall prevail.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the Effective Date first written above.

PARTY 1	PARTY 2
[Full Legal Name of Party 1]	[Full Legal Name of Party 2]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

WITNESSES

Witness for Party 1	Witness for Party 2
Signature: _____	Signature: _____
Name: _____	Name: _____

Address: _____ _____	Address: _____ _____
Date: _____	Date: _____

IMPORTANT NOTE

IMPORTANT: This template is for educational and general informational purposes only. It does not constitute legal advice. Confidentiality agreements govern highly sensitive commercial and technical information — the specific terms must be tailored to your transaction. Always have this Agreement reviewed by a qualified IP advocate or legal counsel before execution. Stamp duty requirements vary by state — execute on appropriate non-judicial stamp paper.