

Non-Disclosure Agreement — One-Way (India)

One-way NDA — startup discloses confidential information to a receiving party under Indian law

HOW TO USE THIS TEMPLATE

1.	Use when your startup is sharing confidential information with any external party.
2.	The receiving party is bound — you as disclosing party are not.
3.	For mutual sharing, use the Mutual NDA. For investors, use the Investor NDA.
4.	Execute before sharing any business plan, technical detail, or financial projection.
5.	Have a qualified IP advocate review before use in high-value transactions.

PARTIES

Disclosing Party — Full Legal Name	[Your startup's full legal name]
Disclosing Party — Entity Type	[Private Limited Company / LLP / Individual]
Disclosing Party — CIN / PAN	[CIN or PAN]
Disclosing Party — Address	[Registered address]
Disclosing Party — Representative	[Name and designation]
Receiving Party — Full Legal Name	[Receiving party's full legal name]
Receiving Party — Entity Type	[Individual / Company / LLP / Firm]
Receiving Party — CIN / PAN	[CIN or PAN]
Receiving Party — Address	[Address]
Receiving Party — Representative	[Name and designation]
Effective Date	[DD Month YYYY]
Permitted Purpose	[Specific purpose — e.g. 'evaluating a potential software development engagement for the Disclosing Party's mobile application platform']

RECITALS

1. The Disclosing Party possesses certain confidential, proprietary, and commercially sensitive information relating to its business, technology, products, and operations.
2. The Disclosing Party wishes to disclose certain of that information to the Receiving Party solely for the Permitted Purpose described above.
3. The Disclosing Party is willing to make such disclosure only on the condition that the Receiving Party agrees to maintain the confidentiality of such information and to use it solely for the Permitted Purpose.
4. The Receiving Party has agreed to receive the Confidential Information on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the Disclosing Party's agreement to disclose its Confidential Information, and for other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means any and all information, data, documents, materials, and know-how, in any form or medium (written, oral, electronic, visual, or otherwise), disclosed by or on behalf of the Disclosing Party to the Receiving Party in connection with the Permitted Purpose, including but not limited to: business plans, strategies and projections; financial data, budgets and forecasts; customer and prospect lists, customer data and relationship details; supplier, vendor and partner information; technical specifications, source code, object code, algorithms, APIs, system architectures, and software documentation; product designs, roadmaps and development plans; marketing strategies, brand guidelines, and campaign materials; trade secrets and proprietary methodologies; research and development data and results; pricing, cost structures and commercial terms; personnel information; and any analyses, notes, summaries or derivative works prepared from the foregoing. Information shall be deemed Confidential Information whether or not it is expressly labelled as such, provided it would be understood as confidential by a reasonable person given the nature of the information and the circumstances of its disclosure.

1.2 "Permitted Purpose" means the specific purpose described in the Parties section above and no other purpose whatsoever.

1.3 "Representatives" means the Receiving Party's directors, officers, employees, professional advisors, and consultants who have a legitimate need to access the Confidential Information for the Permitted Purpose and who are bound by written confidentiality obligations no less protective than those in this Agreement.

1.4 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Receiving Party.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

2.1 The obligations under this Agreement shall not apply to information that the Receiving Party can demonstrate by contemporaneous written records was:

- (a) publicly available at the time of disclosure or that becomes publicly available thereafter through no breach of this Agreement by the Receiving Party;
- (b) already known to the Receiving Party prior to disclosure by the Disclosing Party, free of any confidentiality obligation;
- (c) independently developed by the Receiving Party without reference to or use of the Confidential Information; or
- (d) received from a third party who is not in breach of any obligation of confidentiality in disclosing such information.

2.2 Compelled Disclosure. If the Receiving Party is compelled by applicable law, regulation, or court order to disclose any Confidential Information, the Receiving Party shall: (a) provide the Disclosing Party with prompt prior written notice of such requirement; (b) cooperate with the Disclosing Party in seeking a protective order or other appropriate relief; and (c) disclose only the minimum information legally required.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 Confidentiality. The Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) protect it with at least the same degree of care used for its own most sensitive confidential information, but never less than reasonable care; (c) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party; and (d) not use any Confidential Information for any purpose other than the Permitted

Purpose.

3.2 Permitted Representatives. The Receiving Party may share Confidential Information with its Representatives on a strict need-to-know basis, provided that: (a) each Representative is informed of the confidential nature of the information; (b) each Representative is bound by obligations at least as protective as this Agreement; and (c) the Receiving Party remains fully responsible for any breach of this Agreement by its Representatives.

3.3 Restrictions on Use. The Receiving Party shall not, directly or indirectly: (a) use the Confidential Information to compete with the Disclosing Party or to benefit any competitor of the Disclosing Party; (b) use the Confidential Information to develop any product, service, or technology that is substantially similar to any product, service, or technology described in the Confidential Information; (c) make any commercial decisions based on the Confidential Information without separate agreement with the Disclosing Party; or (d) incorporate any Confidential Information into any of its own products or services.

3.4 Safeguards. The Receiving Party shall implement and maintain appropriate administrative, technical, and physical safeguards to prevent the unauthorised disclosure, use, or access to the Confidential Information, at least equivalent to those it uses to protect its own confidential information of similar sensitivity.

3.5 Notification. The Receiving Party shall promptly notify the Disclosing Party in writing upon discovering any unauthorised access to, disclosure of, or use of any Confidential Information, and shall provide full details of the incident and all remediation steps taken.

4. INTELLECTUAL PROPERTY

4.1 No Licence or Rights. Nothing in this Agreement shall be construed as granting the Receiving Party any licence, right, title, or interest, express or implied, in or to any Confidential Information or any intellectual property rights of the Disclosing Party. The Disclosing Party retains all ownership of its Confidential Information.

4.2 No Reverse Engineering. The Receiving Party shall not reverse engineer, decompile, disassemble, or attempt to derive the structure, algorithms, or source of any technical Confidential Information, except to the minimum extent required by applicable law.

4.3 No Representations. The disclosure of Confidential Information does not constitute any representation or warranty by the Disclosing Party as to the accuracy or completeness of such information, or as to the freedom from third-party claims of any intellectual property included therein.

5. RETURN AND DESTRUCTION

5.1 Obligation. Upon the written request of the Disclosing Party at any time, or upon the termination or expiry of this Agreement, the Receiving Party shall within seven (7) days: (a) return all tangible materials containing Confidential Information to the Disclosing Party; (b) permanently delete all electronic copies from all systems under its control; and (c) certify in writing that such return and deletion has been completed. Where complete deletion from backup systems is not practicable, the Receiving Party shall ensure such copies remain subject to this Agreement until destroyed in the ordinary course.

6. TERM AND TERMINATION

Duration of Agreement	[24 / 36 / 60] months from Effective Date
Termination by Notice	[30] days written notice by either Party
Post-Termination Confidentiality	[3 / 5] years after termination or expiry; indefinite for trade secrets

6.1 This Agreement shall be effective from the Effective Date for the duration specified, unless terminated earlier by either Party on written notice. All confidentiality obligations survive termination for the Post-Termination

Confidentiality period specified. Obligations relating to trade secrets survive indefinitely.

7. REMEDIES AND INDEMNIFICATION

7.1 Injunctive Relief. The Receiving Party acknowledges that any breach of this Agreement would cause the Disclosing Party irreparable harm. The Disclosing Party shall be entitled to seek injunctive or other equitable relief without bond or security, in addition to all other remedies at law.

7.2 Indemnification. The Receiving Party shall indemnify and hold harmless the Disclosing Party and its Affiliates from all losses, claims, damages, costs, and expenses (including legal fees) arising from any breach of this Agreement by the Receiving Party or its Representatives.

7.3 Remedies Cumulative. All remedies under this Agreement are cumulative and not exclusive of any other remedies available at law or in equity.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants that it has the legal authority to enter into and perform this Agreement, that doing so does not violate any other agreement or applicable law, and that the signatory has been duly authorised to execute this Agreement on its behalf.

9. GENERAL PROVISIONS

9.1 Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of India. Any dispute arising out of or in connection with this Agreement shall first be subject to good-faith negotiation for thirty (30) days. If unresolved, either Party may initiate legal proceedings before the courts of [City], India, which shall have exclusive jurisdiction.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings.

9.3 Amendment and Waiver. No amendment shall be valid unless in writing and signed by both Parties. No waiver shall be implied from any failure to enforce any right.

9.4 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.5 No Partnership. Nothing herein creates any partnership, joint venture, employment, or agency between the Parties.

9.6 Assignment. The Receiving Party may not assign its obligations under this Agreement without prior written consent of the Disclosing Party. Any purported assignment without consent shall be void.

9.7 Stamp Duty. This Agreement shall be executed on appropriate non-judicial stamp paper as required under the applicable state Stamp Act.

9.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Electronic and PDF signatures shall be deemed valid.

EXECUTION

DISCLOSING PARTY	RECEIVING PARTY
[Full Legal Name]	[Full Legal Name]

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witness for Disclosing Party	Witness for Receiving Party
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

IMPORTANT NOTE

Template only — not legal advice. Have this reviewed by a qualified IP advocate before execution. Execute on non-judicial stamp paper of appropriate value per applicable state Stamp Act.