

Non-Disclosure Agreement — Vendor and Supplier (India)

Confidentiality agreement for vendor and supplier relationships under Indian law

HOW TO USE THIS TEMPLATE

1. Use when engaging any vendor, supplier, service provider, or agency.
2. Include with standard vendor onboarding documentation.
3. Especially important before sharing product specifications or customer data.
4. Ensure the vendor's subcontractors are also bound by equivalent obligations.
5. Review vendor's own security and data protection practices before sharing sensitive IP.

PARTIES

| | |
|---------------------------|---|
| Company | [Company full legal name and CIN] |
| Company GSTIN | [GSTIN] |
| Company Address | [Registered address] |
| Company Representative | [Name and designation] |
| Vendor / Supplier | [Vendor's full legal name] |
| Vendor Entity Type | [Proprietorship / Partnership / Pvt Ltd / LLP / Individual] |
| Vendor GSTIN | [GSTIN] |
| Vendor PAN | [PAN] |
| Vendor Address | [Registered / principal address] |
| Vendor Representative | [Name and designation] |
| Nature of Vendor Services | [Description of the products or services being supplied] |
| Effective Date | [DD Month YYYY] |

RECITALS

1. The Company intends to engage or has engaged the Vendor to provide the Services described above.
2. In connection with the provision of those Services, the Company may disclose to the Vendor certain confidential and proprietary information of the Company.
3. The Company wishes to ensure that all such confidential information is protected from unauthorised disclosure, use, or exploitation.
4. The Vendor understands and accepts the confidential nature of the information it will receive and agrees to be bound by the obligations in this Agreement.

The Parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means all non-public information of the Company disclosed to the Vendor in connection with the provision of the Services, including: product specifications, designs, engineering drawings, and technical requirements; pricing, cost structures, and commercial terms; customer identities, customer requirements, and customer data; business plans, strategies, and market information; manufacturing processes, quality standards, and operational procedures; supplier relationships and procurement strategies; financial data and projections; proprietary software, source code, and technical documentation; and any other information marked or designated as confidential or that a reasonable person would understand to be confidential given the circumstances.

1.2 "Services" means the products, services, or deliverables to be provided by the Vendor to the Company as agreed between the Parties.

1.3 "Representatives" means the Vendor's employees, officers, subcontractors, and agents who are directly involved in providing the Services and who need access to the Confidential Information for that purpose.

2. VENDOR'S CONFIDENTIALITY OBLIGATIONS

2.1 General Obligations. The Vendor shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose it to any person other than its Representatives on a strict need-to-know basis; (c) use it only for delivering the Services and for no other purpose; (d) implement security measures to protect it from unauthorised access; (e) immediately notify the Company of any actual or suspected breach; and (f) not make copies of Confidential Information beyond what is necessary for delivering the Services.

2.2 Representatives. The Vendor shall ensure that each Representative who accesses Confidential Information: (a) is informed of its confidential nature; (b) is bound by written confidentiality obligations at least as protective as those in this Agreement; and (c) uses the Confidential Information only for the purpose of providing the Services. The Vendor remains fully liable for any breach by its Representatives.

2.3 Subcontractors. The Vendor shall not engage any subcontractor in connection with the Services who will have access to Confidential Information without the prior written consent of the Company. Any permitted subcontractor must execute a confidentiality agreement with terms at least as protective as this Agreement before accessing any Confidential Information.

2.4 Security. The Vendor shall implement and maintain appropriate technical and organisational security measures, including: restricted access controls limited to authorised Representatives only; encrypted storage and transmission of electronic Confidential Information; secure destruction or deletion of all copies when no longer required; and incident response procedures to address any security breach.

3. IP OWNERSHIP OF DELIVERABLES

3.1 Assignment of Deliverables. Unless separately agreed in writing, all work product, deliverables, designs, reports, and other materials created specifically for the Company by the Vendor in connection with the Services ("**Deliverables**") shall be owned by the Company. The Vendor hereby assigns to the Company all intellectual property rights in the Deliverables upon their creation, including all copyright, design rights, and related rights.

3.2 Background IP. Pre-existing tools, methodologies, templates, and other intellectual property owned by the Vendor that are used in creating Deliverables ("**Background IP**") remain the Vendor's property. The Vendor grants the Company a perpetual, royalty-free, non-exclusive licence to use the Background IP as incorporated in the Deliverables.

3.3 No Use of Company IP. The Vendor shall not use the Company's Confidential Information, brand names, logos, or IP for any purpose other than delivering the Services. In particular, the Vendor shall not use the Company's name or logo in any marketing, portfolio, case study, or reference without the Company's prior written consent.

4. COMPANY DATA PROTECTION

4.1 If the Vendor accesses or processes any personal data of the Company's customers or employees in the course of providing the Services, the Vendor shall: (a) process such data only as instructed by the Company; (b) implement security measures adequate to protect such data under applicable law including the Information Technology Act 2000 and applicable rules; (c) notify the Company immediately of any data breach; and (d) delete or return all personal data on completion of the Services or on request by the Company.

5. RETURN AND DESTRUCTION

5.1 Upon completion of the Services, termination of the engagement, or on request by the Company, the Vendor shall promptly: (a) return all tangible materials containing Confidential Information; (b) permanently delete all electronic copies; (c) require its Representatives and subcontractors to do the same; and (d) certify in writing to the Company that all Confidential Information has been returned or destroyed.

6. TERM AND CONFIDENTIALITY DURATION

| | |
|---------------------------------|--|
| Duration of Agreement | Co-terminus with the services engagement, unless extended |
| Post-Engagement Confidentiality | [3] years after conclusion of the engagement |
| Trade Secret Obligations | Indefinite — as long as information constitutes a trade secret |

6.1 This Agreement shall be effective from the Effective Date and shall remain in force for the duration of the Services engagement. Confidentiality obligations survive for the period specified above.

7. REMEDIES AND INDEMNIFICATION

7.1 The Vendor acknowledges that breach of this Agreement would cause the Company irreparable harm. The Company shall be entitled to seek injunctive relief without bond. The Vendor shall indemnify the Company for all losses, damages, costs, and expenses (including legal fees) arising from any breach of this Agreement by the Vendor or its Representatives. All remedies are cumulative.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Vendor represents and warrants that: (a) it has full legal authority to enter into this Agreement; (b) execution does not violate any other agreement; (c) it has in place adequate security policies and procedures to protect confidential information; and (d) the person signing has been duly authorised.

9. GENERAL PROVISIONS

9.1 **Governing Law and Jurisdiction.** Governed by the laws of India. Disputes to be resolved before courts of [City].

9.2 **Entire Agreement.** This Agreement constitutes the complete agreement on its subject matter and supersedes all prior discussions.

9.3 **Amendment.** Amendments must be in writing and signed by both Parties.

9.4 **Severability.** If any provision is unenforceable, the rest continues in force.

9.5 **Assignment.** The Vendor may not assign this Agreement without prior written consent of the Company.

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

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

EXECUTION

| COMPANY | VENDOR / SUPPLIER |
|---------------------------|--------------------------|
| [Company Full Legal Name] | [Vendor Full Legal Name] |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Designation: _____ | Designation: _____ |
| GSTIN: _____ | GSTIN: _____ |
| Date: _____ | Date: _____ |
| Place: _____ | Place: _____ |

IMPORTANT NOTE

Template only — not legal advice. For vendors who handle personal data of the Company's customers, a separate Data Processing Agreement (DPA) may be required under the Digital Personal Data Protection Act 2023. Execute on appropriate non-judicial stamp paper per applicable state Stamp Act.

ADDITIONAL VENDOR OBLIGATIONS AND COMPLIANCE

10.1 GSTIN and Invoice Compliance. The Vendor shall include their valid GSTIN on all invoices raised against the Company. The Vendor shall ensure timely filing of GST returns to avoid any input tax credit issues for the Company. Any reverse charge liability arising from the Vendor's services shall be the Vendor's responsibility to inform the Company about, and the Company shall handle such liability in accordance with applicable GST law.

10.2 Audit Rights. The Company shall have the right, on reasonable prior notice of not less than five (5) business days, to audit the Vendor's compliance with the confidentiality and data protection obligations in this Agreement. Such audit may be conducted by the Company's employees or by an independent third party auditor bound by confidentiality. The Vendor shall provide reasonable cooperation and access to relevant systems, records, and personnel for such audit.

10.3 Business Continuity. The Vendor shall maintain adequate business continuity measures to ensure continuity of supply of the Services. If the Vendor anticipates any disruption to its ability to supply the Services (including due to financial difficulty, key personnel departure, cyber incident, or force majeure), the Vendor shall notify the Company immediately and cooperate in developing a contingency plan.

10.4 Compliance with Laws. The Vendor shall comply with all applicable laws in performing the Services, including: the Information Technology Act 2000 and applicable rules; the DPDP Act 2023 to the extent applicable; applicable labour laws with respect to the Vendor's own employees; GST and direct tax laws; and any sector-specific regulations applicable to the Services.

10.5 Governing Law and Dispute Resolution. This Agreement is governed by the laws of India. Disputes to be resolved by negotiation for fifteen (15) days followed by arbitration in [City] under the Arbitration and Conciliation Act 1996 with one arbitrator. This Agreement shall be executed on non-judicial stamp paper. Counterparts and PDF signatures are valid.