

LETTER TEMPLATE

<Company Name>

<Address Line 1>

<Address Line 2>

<Address Line 3>



LOGO

NON-DISCLOSURE AGREEMENT

This agreement is effective this date <dd/mm/yyyy> by and between <First Party Company Name> <Short Name 1>, with its registered office at <Office Address>

AND

<Company Name> (“Recipient”), with its registered office at <Full address with Pin>

1. Disclosing Party: During the term of this Agreement, Recipient agrees to receive from <SHORT NAME 1> the following information (“Confidential Information”) set forth in Section 2.

2. Confidential Information: Confidential Information is all information that is described in this Section or that: (i) is marked as confidential at the time of disclosure; or (ii) is unmarked but treated as confidential at the time of disclosure; or (iii) is accessed or obtained by the Recipient or disclosed to the Recipient, whether inadvertently or not, whether by direct or indirect, oral or written communication to the Recipient.

Description of Confidential Information: The Confidential Information disclosed under this Agreement is described as:

<SHORT NAME 1> or its customer’s trade secrets; financial information, including pricing; technical information, including research, development, procedures, algorithms, data, designs, and know-how; and business information, including operations, planning, marketing interests, products and any other informations shared or you have access in the course of mutual business.

3. Restrictions: Recipient shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and consultants that have a need to know such Confidential Information and solely for the purpose described in Section 4., provided, that Recipient shall first have entered into a confidentiality agreement with such employees, subcontractors and consultants requiring such individuals to comply with this Agreement. The Recipient shall not disclose the Confidential Information to any

third parties nor allow third parties access to the Confidential Information. The Recipient shall not use the Confidential Information for any internal business use, except as mentioned in this Agreement, to the detriment of <SHORT NAME 1>

4. **Purpose:** Recipient shall make use of the Confidential Information only for the following purpose:

Furthering the business relationship between the parties.

Evaluation in anticipation of a business relationship between the parties.

Developing or presenting a proposal.

Modification of a party's product(s) to enhance compatibility with the other party's product(s).

5. **Confidentiality Period:** Recipient's duty to protect Confidential Information shall survive the termination/expiry of this Agreement. This Agreement shall be for a period of 5 years from the date of last disclosure.

6. **Disclosure Period:** This Agreement applies to the Confidential Information described in Section 2. that is disclosed between the Effective Date of this Agreement and two (2) years thereafter.

7. **Standard of Care:** Recipient shall afford such Confidential Information the same security and care in handling and storage as Recipient provides for its own confidential and proprietary information and data, but in any case, no less than reasonable care. Recipient agrees not to duplicate or otherwise copy and to return immediately at the <SHORT NAME 1>'s request all Confidential Information including any plans, design, documents or other tangible items (including electronic media) copied or derived from and containing Confidential Information.

8. **Exclusions:** Recipient shall not be liable for use or disclosure of any such Confidential Information if the same: (a) is in the public domain at the time it is disclosed or becomes a matter of public knowledge through no fault of Recipient; or (b) is known, as demonstrated by written documentation, to the party receiving it at the time of disclosure; or (c) is rightfully received by Recipient from a source other than the disclosing party without a duty of confidentiality; or (d) is independently developed, separate from the activities undertaken pursuant to this Agreement, and such development can be verified through sufficient written documentation.

9. **Required Disclosures:** In the event Recipient is confronted with legal action to disclose Confidential Information received under this Agreement, the Recipient shall promptly notify the <SHORT NAME 1> in writing and shall reasonably assist the <SHORT NAME 1> in

obtaining a protective order requiring that any portion of the Confidential information required to be Disclosed be used only for the purpose which a court issues an order, or for such other purpose as required by law.

10. Warranty: NO WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT ARE MADE BY <SHORT NAME 1> UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

11. No Other License: Recipient does not acquire any intellectual property rights under this Agreement. No license is granted by <SHORT NAME 1> to Recipient under any patent, trademark, copyright or mask work other than as expressly set forth herein.

12. Miscellaneous

12.1 This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement.

12.2 Upon three (3) days prior written notice, either party may notify the other that it no longer wishes to receive or provide Confidential Information. Any information received or provided by either party thereafter shall not be subject to the protection of this Agreement.

12.3 Upon the termination of this Agreement and at the written request and instruction of <SHORT NAME 1>, all Confidential Information furnished hereunder, including any copies thereof, shall be either returned to <SHORT NAME 1> or destroyed and a certificate of destruction shall be timely provided by Recipient to <SHORT NAME 1>.

12.4 This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties.

12.5 This Agreement shall be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in <Location Name>.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer or company employee thereunto duly authorized, all as of the date set forth above.

For <Company Name Here>.

<Recipient Name>

By: _____

Name:

Title:

Date: <Date>

By: _____

Name:

Title:

Date: <Date>