

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made on the ____ day of ____, 2025 by and between

[First Party], a company incorporated in accordance with the laws of India and having its registered office at [Registered Office Address] (hereinafter referred to as "**[First Party]**") which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

[Partner], a company incorporated under the laws of India and having its registered office at [Registered Office Address] (hereinafter referred to as "**Partner**") which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Part.

Now therefore, in consideration of the mutual agreement contained herein, the parties agree as follows:

1. **Background.** Each party intends to engage in discussions and/or negotiations concerning the consequent establishment and implementation of a business relationship between the parties ("**Purpose**"). In the course of such discussions, negotiations and/or during the course of the consequent business relationship, it is anticipated that [First Party] may disclose or deliver to the Partner certain Confidential Information as defined in Clause 2 hereinafter for the limited purpose of enabling the other party to evaluate the feasibility of such a consequent business relationship and further the effective discharge of the obligations of the parties during the course of the business relationship. The parties are entering into this Agreement in order to assure the confidentiality of such confidential information in accordance with the terms of this Agreement.
2. **Definition of Confidential Information.** "**Confidential Information**" as used in this Agreement shall mean any and all information whether financial, technical or non-technical including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software, software programs, databases, software source documents, application program interface (API), and formulae related to the current, future, and proposed products and services of First Party, and includes, without limitation, its information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, business forecasts, sales, marketing plans and information, and documentation, whether or not marked as confidential. "**Confidential Information**" shall also include proprietary or confidential information of any third party that may disclose such information to the First Party in the course of its business. Such information disclosed by the First Party ("**Discloser**") shall be considered Confidential Information by the Partner ("**Recipient**"), whether communicated orally, in writing or otherwise and whether or not marked "confidential".
3. **Nondisclosure and Nonuse Obligation.** The Recipient agrees that it shall not make use of, disseminate, or in any way disclose any Confidential Information of the Disclosure to any person, firm, or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Recipient, conduct of normal business operations to fulfill the business relationship and any purpose the Disclosure may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations, or agreements in progress between the parties shall not be released to any form of public media without the written approval of both parties. The Recipient agrees that it shall treat all Confidential Information of the Disclosure with the same degree of care as it accords to its own Confidential Information, and the Recipient represents that it exercises reasonable care to protect its own Confidential Information. The Recipient agrees that it shall disclose Confidential Information of the Disclosure only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient shall immediately give notice to Disclosure of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Disclosure in remedying any such unauthorized use or disclosure of the Confidential Information.
4. **Exclusions from Nondisclosure and Nonuse Obligations.** Recipient's obligations under Section 3, ("**Nondisclosure and Nonuse Obligations**") with respect to any portion of the Discloser's Confidential Information, shall terminate when the Recipient can document that: (i) it was in the public domain at or subsequent to the time it was communicated to Recipient by Disclosure through no fault of Recipient; (ii) it was rightfully in Recipient's possession, free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Disclosure; (iii) it was developed by employees or agents of Recipient, independently of and without reference to any information communicated to Recipient by Disclosure; or (iv) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement provided that in such an event, the Recipient shall promptly notify the Disclosure of such legal requirement in order to enable the Disclosure to obtain a protective order against such disclosure. In the event the Disclosure fails to obtain such protective order, the Recipient may disclose Confidential Information to the extent legally required.
5. **Ownership of Confidential Information and Other Materials.** All Confidential Information and any Derivatives thereof, whether created by Disclosure or Recipient, shall remain the property of Disclosure and no license or other right to Confidential Information is granted or implied hereby. For purposes of this Agreement, "**Derivatives**" shall mean: (i) for copyrighable or copyrighited

material, any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; (ii) for patentable or patented material and any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret. All materials, including without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to Recipient by the Disclosure, and which are designated in writing to be the property of Disclosure, shall remain the property of Disclosure and shall be returned to it promptly at its request, together with any copies thereof.

6. Disclosure of Third-Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
7. Non-Compete Agreement. Recipient shall not offer or seek to offer any type of a competitive commercial bid, directly or indirectly to any named existing or potential customer of the Disclosure that the Recipient gets to know during the course of relationship and for a period of one year after the termination of this Agreement.
8. Non-Solicitation Agreement. Neither party shall offer or seek to offer any type of employment or contract work, directly or indirectly, to any existing employee of the first during the course of the relationship and for a period of one year after the termination of this Agreement.
9. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.
10. Term. This Agreement shall commence effective from the Effective Date of this Agreement and continue for three (03) years provided however Recipient's obligations under Section 3 ("**Nondisclosure and Nonuse Obligations**") with respect to Confidential Information of the Disclosure, which Recipient has previously received, shall continue in force until covered under one of the exceptions specified under Section 4 ("**Exclusions from Nondisclosure and Nonuse Obligations**").
11. No Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party as the case may be.
12. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery when received personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.
13. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India. In case of any dispute between the parties arising out of this agreement, the same shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of Arbitration will be in Bangalore and the language of arbitration will be English. The arbitration proceeding shall be presided by a sole arbitrator mutually appointed by both the Parties.
14. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
15. Waiver. The waiver by Disclosure of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.
16. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Disclosure for which there will be no adequate remedy at law, and the affected party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
17. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. **First Party Pvt. Ltd.**

[name]

[designation of signatory]

[insert name]

[name]

[designation of signatory]