MUTUAL NON-DISCLOSURE AGREEMENT

For discussions about [the purpose of the discussions]

NDA no.	Effective date	Place

Party A	Party B
Name	Name
CIN	CIN
Address	Address
Signing for it	Signing for it

1. Purpose

The parties wish to share information to evaluate [the purpose] (the "Purpose"). Each party may be a discloser and a recipient under this agreement.

2. Confidential information

"Confidential Information" means any information a party discloses to the other in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential, including drawings, prices, costs, customer and supplier details, plans, software and know-how, and the fact that the parties are in discussion.

3. What is not confidential

Information is not Confidential Information if the recipient can show that it (a) is or becomes public other than through the recipient's breach; (b) was lawfully known to the recipient before disclosure; (c) is received lawfully from a third party without a duty of confidence; or (d) is developed independently without use of the discloser's information.

4. Obligations

The recipient will (a) use Confidential Information only for the Purpose; (b) keep it secret with at least the care it uses for its own, and no less than reasonable care; (c) disclose it only to its directors, employees and professional advisers who need it for the Purpose and are bound by duties of confidence at least as strict; and (d) not copy it except as the Purpose needs.

5. Disclosure required by law

The recipient may disclose Confidential Information if a law, court, regulator or stock exchange requires it, if it tells the discloser promptly (where the law allows), discloses only what is required, and helps the discloser seek protection for it.

6. Personal data

If Confidential Information includes personal data, the recipient will process it only for the Purpose, protect it with reasonable security safeguards, and handle it as the Digital Personal Data Protection Act, 2023 requires.

7. Return and destruction

On the discloser's written request, or when discussions end, the recipient will return or destroy the Confidential Information and confirm it in writing, except copies it must keep by law or in routine backups, which stay confidential.

8. No licence, no commitment

All Confidential Information stays the discloser's property. Nothing in this agreement grants any licence or right in it, or commits either party to any further agreement. Information is shared as it is, without warranty.

9. Term

This agreement covers information disclosed in the [number] months from the effective date. The duties in it last for [number] years after the last disclosure, and for trade secrets and source code for as long as they remain confidential.

10. Remedies

A breach may cause harm that money alone can't put right, so the discloser may seek an injunction or specific performance as well as damages. The recipient is responsible for breaches by the people it discloses to.

11. Governing law and disputes

This agreement is governed by the laws of India. The courts at [city] have jurisdiction, which does not stop either party seeking urgent interim relief elsewhere. It may be signed in counterparts and by electronic signature.

For Party A	For Party B	Witness 1	Witness 2