

## **THIS IS JUST A FORMAT.**

**Kindly take proper Legal Advise for Drafting Document as per your requirements.**

# **Confidentiality Agreement**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_ 2000 between \_\_\_\_\_ Private Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the 'Company' which expression unless repugnant to the context shall mean and include its successors and assigns) of the One Part,

AND

Mr./Ms. \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as the 'Consultant' which expression unless repugnant to the context shall mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

### **WHEREAS :**

A. The Company and the Consultant are in the process of consultation and discussion for the proposed venture capital or other funding and financing / negotiating an assignment for the provision of certain services/ products by the Consultant to the Company in respect of or in connection with the portal/hub/web-site proposed to be promoted by the Company and in consideration thereof, the Company and the Consultant agree that it would be mutually advantageous to exchange information related to a possible business relationship between them.

B. It is anticipated that during the process of consultation/ assignment described above, it may be necessary for the Company to provide the Consultant with/permit the Consultant to access certain confidential and proprietary information, business plan, marketing plans, financial data, business statistics concerning finance, business, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form (collectively 'Confidential Information').

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

### **1. Confidential Information :**

All Confidential Information disclosed by the Company to the Consultant must be in writing and marked 'CONFIDENTIAL' or 'PROPRIETARY'. Confidential Information disclosed orally or by demonstration shall be so identified during the disclosure or demonstration and confirmed by disclosing in writing within fifteen (15) business days after the disclosure. In the event it is difficult to readily reduce all the information in writing, it shall be sufficient to provide the written description in very general terms and for the purpose of this Agreement, the details of such generally described information shall be considered to be subject to the obligation hereof. The Company shall not be obligated to disclose any information or to enter into

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any further arrangement or business relationship with the Consultant.

### **2. Scope :**

The Consultant agrees that the Confidential Information shall be reviewed only for the limited purpose of fund raising activity/ consultation/ assignment perceived hereunder and for no other purpose. The Company retains the sole and exclusive ownership and intellectual property rights to its Confidential Information and no license or any other interest is granted to the Consultant. The Consultant shall not seek to obtain any patent or other form of intellectual property protection, which is based on the Confidential Information.

### **3. Term :**

The term of this Agreement shall be for \_\_\_\_\_ from the date of this Agreement. On termination of this Agreement the Consultant shall either return the Confidential Information or any copy/copies made thereof or permanently delete/destroy the same as mutually agreed upon by the parties.

### **4. Restriction :**

The Consultant will maintain the confidentiality of the Confidential Information of the Company with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The Consultant shall not disclose the Confidential Information to any third party except such other persons who have a need to know and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein and confirm their obligation hereunder, provided that the Consultant shall be liable for breach of obligation by any such persons. In addition to such degree of care, the Consultant agrees not to in any way disclose, disseminate, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted in Section 2), or otherwise transfer the Company's Confidential Information to any other person or entity.

### **5. Exception :**

The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Consultant proves and produces credible written evidence to establish one of the exceptions. That the Confidential Information - is or becomes part of the public domain without breach of this Agreement by the Consultant;

is lawfully in the possession of the Consultant and subject to an existing agreement between the parties;

is independently developed by or for the Consultant completely apart from the disclosure hereunder;

is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement by the Consultant, and/or

is released pursuant to a binding court order or governmental regulation, provided that the Consultant delivers a copy of such order or action to the Company and co-operates with the Company if it elects to contest such disclosure.

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### **6. Enforcement :**

Both parties agree that money damages would be inadequate compensation to the injured party in the event the Consultant breaches any provision of this Agreement. Both parties also agree that all the provisions of this Agreement shall be specifically enforceable against the Consultant his/her agents and/or representatives by injunctive and other relief. All the provisions hereof shall survive the end of the term of this Agreement if the Consultant breaches any provision within the time period specified in Section 3.

### **7. Indemnity :**

The Consultant hereby indemnifies and agrees to keep indemnified the Company for and against any and all losses, damages, costs, charges and expenses incurred, suffered or borne by the Company pursuant to any action, claim, demand or proceeding initiated against the Company due to any breach of obligation by the Consultant hereunder.

### **8. Accuracy of Confidential Information :**

The Company shall try to ensure that the Confidential Information is correct. However, nothing herein shall be construed as indicating that the Company warrants the completeness, accuracy, reliability, merchantability, or fitness for any purpose, of the Confidential Information provided.

### **9. Obligation :**

The Company has no obligation to disclose Confidential Information to the Consultant. This Agreement does not oblige the Company to accept any proposal furnished/consultation or service or product provided by the Consultant hereunder. This Agreement does not create the legal status of partnership or joint venture between the parties or give rise to any obligation for any future business relationship. This Agreement does not constitute an offer to sell the Confidential Information.

### **10. Termination :**

The Company may terminate this Agreement at any time without cause upon to the Consultant, provided that the Company's obligation with respect to information disclosed during the time of this Agreement will survive any such termination. The Company may, at any time (a) cease giving Confidential Information to the Consultant without any liability, and/or (b) request in writing the return of all or part of its Confidential Information previously disclosed, and all copies thereof in its control, possession, power and custody and, the Consultant shall promptly comply with such request, and certify in writing its compliance.

### **11. Governing Law :**

This Agreement shall be governed by the laws of India (to be inserted only if the Consultant is a foreign party). Both parties irrevocably submit to the exclusive jurisdiction of the courts in \_\_\_\_\_, for any action or proceeding regarding this Agreement.

### **12. Entire Agreement :**

This Agreement constitutes the entire agreement between the parties

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regarding the Confidential Information and supercedes all prior understandings, oral or written. This Agreement can only be amended by in writing, signed by both parties.

**13. Assignment :**

The Consultant shall not be entitled to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement.

**14. Validity :**

If any provision hereof is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

**15. Attorney's fees :**

In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover, in addition to damages, reasonable attorney's fees and costs.

**16. Counterparts :**

This Agreement may be executed in several counterparts that together constitute one and the same Agreement.

IN WITNESS whereof the parties have executed this Agreement on the date first hereinabove written.

For : \_\_\_\_\_ Private Limited

Name : \_\_\_\_\_

Title : \_\_\_\_\_

For : \_\_\_\_\_

Name : \_\_\_\_\_

Title : Managing Director

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