

IND-BIZ-109

Co



Net Lawman Ltd  
[www.NetLawman.co.in](http://www.NetLawman.co.in)



IND-BIZ-109

Co

This agreement is dated

**BETWEEN:**

[O  
or  
inc  
re

a company/corporation/firm  
vs of (state/province/country)  
Companies Act, 1956, with its

**AND:**

[R  
or  
wi

a Company/ Corporation / firm  
vs of (state/province/country),  
at:

**Definitions**

These definitions apply

interpretation:

“Confidential Information”

all data, materials, products,  
grams, specifications, manuals,  
marketing plans, financial  
information disclosed or  
g, or by any other media, to  
Confidential Information disclosed  
ed as such within five (5) days

“Recipient”

agreement, the term "Recipient"  
the company he or she  
es, subsidiaries, and related  
he term "Representative" shall  
ctors, officers, employees,  
and other advisors.

**These are the terms of**

**1. Essence of the**

1.1 The Recipient  
possible tra

Owner in connection with a  
between Recipient and Owner;

1.2 In the course  
have to dis  
information

business relationship, Owner may  
l, important, and proprietary

1.3 The parties to enter into a confidential relationship demonstrate information. Owner to Recipient of certain

## 2. Exclusions

Confidential Information demonstrate:

2.1 was in Recipient's possession, custody or control at the time of its disclosure to Recipient under the terms of this Agreement

2.2 is now, or hereafter, in the possession, custody or control of Recipient, generally

2.3 is rightfully obtained by Recipient from a third party, without breach of any obligation to Confidential Information

2.4 is independent of Confidential Information

## 3. Recipient's obligations

3.1 Recipient agrees that Confidential Information is to be considered confidential and shall not be disclosed to any third party without the prior written consent of Confidential Information

3.2 Recipient shall not use Confidential Information for any purpose other than for the purposes for which it was disclosed to Recipient

3.3 shall disclose Confidential Information only to its employees with a specific need to know;

3.4 Recipient will not disclose Confidential Information to any third party whatsoever except with the prior written consent of Confidential Information

3.5 Confidential Information shall not be duplicated by Recipient except as may be necessary for the purposes for which it was disclosed to Recipient

3.6 Upon the receipt of Confidential Information, Recipient shall destroy all Confidential Information copies, or reproductions or other media containing Confidential Information, within [NUMBER] days of such request.

3.7 At Recipient's expense, Recipient shall destroy all Confidential Information copies, or reproductions or other media containing Confidential Information, developed by the Recipient and owned by Recipient.

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3.8 Recipient shall provide written notice to Owner regarding destruction within [NUMBER] days of the date of destruction.

**4. Duration**

The obligations of Recipient shall continue for a period of [DAYS/MONTHS/YEARS] from the date of the date Owner enters into this Agreement to Recipient under this Agreement.

**5. Confidentiality and**

5.1 Recipient and its Representatives shall not disclose any of the Confidential Information in this Agreement to any third party other than as provided in Articles 6 and 7 of this Agreement.

5.2 Recipient shall hold and disclose Confidential Information in strictest confidence;

5.3 Recipient shall be held liable for damages, claims and costs incurred against any and all losses, incurred or suffered by Owner or its Representatives as a result of its breach of this Agreement.

**6. Permitted disclosure**

6.1 Recipient may disclose Confidential Information to Recipient's employees, agents, representatives, consultants, advisors, and independent contractors who are responsible for the performance of the services provided by Recipient, provided that such Confidential Information is necessary for them to know such Confidential Information in order to evaluate or carry out a proposed transaction or to provide the services provided by Recipient.

6.2 Such employees, agents, representatives, consultants, advisors, and independent contractors shall be bound by the confidential nature of such Confidential Information by the terms of this Agreement; and

6.3 The employees, agents, representatives, consultants, advisors, and independent contractors shall be bound by a code of professional conduct or by a legally enforceable agreement to maintain the confidentiality of such Confidential Information.

**7. Required disclosure**

Recipient may disclose Confidential Information if and to the extent that such disclosure is required by law, a court of law, or a government authority.

**8. Permitted use**

**This document has total 10 pages. Here preview is shown for first 5 pages only.**