Vendor Non-Disclosure Agreement

The Company will share confidential information with the Vendor, who agrees to protect it on these terms.

Company

LEGAL NAME

EMAIL

PHONE

ADDRESS

Vendor

LEGAL NAME

EMAIL

PHONE

ADDRESS

Purpose and term

The Company will share information with the Vendor to evaluate or deliver goods or services.

PURPOSE (DESCRIBE THE PROJECT OR DISCUSSIONS)

AGREEMENT TERM

CONFIDENTIALITY LASTS AFTER TERM

Obligations

- Confidential information means non-public information disclosed by the Company in any form, including business, technical, financial and personal data, whether or not marked confidential.
- Use. The Vendor uses confidential information only for the purpose above and protects it with at least reasonable care.
- Sharing. The Vendor shares it only with its employees and advisers who need to know and are bound by similar duties.
- Exclusions. Information that is public without breach, already known lawfully, independently developed or received from a third party without restriction is not covered.
- Required disclosure. If law or a court requires disclosure, the receiving party gives prompt notice (where allowed) and discloses only what is required.

- Return. On request or at the end of the term, confidential information is returned or deleted, except copies kept by law or in routine backups, which stay confidential.
- No licence. No right to any IP is granted, and information is shared "as is".
- Remedies. Damages may not be enough for a breach, so the disclosing party may seek an injunction in addition to other remedies.
- Personal data. Personal data received is processed only on the Company's instructions and protected under the Digital Personal Data Protection Act, 2023.
- Security incidents. The Vendor reports any unauthorised access within 24 hours.
- Subcontractors. The Vendor stays responsible for subcontractors who receive the information.

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Vendor

SIGNATURE

PRINTED NAME

DATE