*Please note this is a draft agreement prepared by* ***GSPU***  *for your reference. You may amend it suiting to your requirement.* ***GSPU***  *expressly disclaims any liability arising out of the reliance on this draft.*

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“**Agreement**”) is executed on **[●],** 2020 (“**Effective Date**”), is made by and between:

1. **[NAME],** a company incorporated under the laws of [∙], having its registered office at [ADDRESS] (hereinafter referred to as “**First Party**”, which term shall, unless the context otherwise requires, include its successors);

**AND**

1. **[NAME],** a company incorporated under the laws of [∙], having its registered office at [ADDRESS](hereinafter referred to as “**Second Party**”, which term shall, unless the context otherwise requires, include its successors).

The First Party and the Second Party shall hereinafter individually be referred to as “**Party**” and together as “**Parties**”. The Party disclosing the Confidential Information shall be known as the “Disclosing Party” and the Party receiving the Confidential Information shall be known as the “Receiving Party”.

**WHEREAS:**

1. The Disclosing Party proposes to engage services of the Receiving Party (“**Proposed Relationship**”). During the course of the Proposed Relationship, the Disclosing Party may share and disclose Confidential Information (defined herein) with the Receiving Party.
2. The Parties intend to be strictly bound by confidentiality and secrecy obligation with respect to the information exchanged between the Parties.

Accordingly, Parties hereby agree as follows:

1. For the purposed of this Agreement, the term “**Confidential Information**” shall mean and include all non-public information and intellectual property belonging to or owned by the Disclosing Party and / or disclosed by the Disclosing Party to the Receiving Party designated as confidential or that information which should be reasonably considered as confidential, given the nature of the information or the circumstances surrounding its disclosure for a period of 1 year from the date of disclosure.
2. **Use and Disclosure of Confidential Information.** 
   1. The Receiving Party will use Confidential Information solely and exclusively for the purpose of the Proposed Relationship. The Receiving Party shall not, directly or indirectly, use the Confidential Information other than for the purposes of the Proposed Relationship.
   2. Except as provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party’s prior written consent. The Receiving Party will take all reasonable measures to prevent disclosure, dissemination or unauthorized use of Confidential Information.
   3. The Receiving Party will restrict the possession, knowledge and use of Confidential Information strictly to its directors, officers, employees and advisers, who (i) have a need to know Confidential Information in connection with the Proposed Relationship, and (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement.
   4. The Receiving Party will return or destroy all tangible materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party’s written request or termination of this Agreement, except for retaining one copy for archival purposes or as may be permitted under the applicable law.

1. All Confidential Information owned by the Disclosing Party will remain the exclusive property of the Disclosing Party. The Disclosing Party’s disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party’s patents, copyrights, trade secrets, trademarks or other intellectual property rights.
2. This Agreement automatically will terminate upon the earlier of (i) termination of all written agreements between the Parties regarding the Proposed Relationship, or (ii) if no agreements are executed, termination of discussions between the Parties regarding the Proposed Relationship, on delivery of written notice terminating this Agreement.
3. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or be an inadequate remedy. The Disclosing Party, in addition to its other rights and remedies, shall have the right to seek injunctive relief for any violation of this Agreement.
4. This Agreement will be governed by the laws of India, without reference to its conflict of law rules. The courts at <<<Name of the City>>>, will have exclusive jurisdiction in relation to any disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, each of the aforenamed Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

On behalf of **…...<<Name of First Party>>……**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:**

**Designation:**

On behalf of **…...<<Name of Second Party>>……**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:**

**Designation:**

**Witness 1:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Address:

**Witness 2:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Address: