*To be executed in Non – Judicial Stamp Paper of Rs. 100/-*

*(Draft  NDA  for execution)*

**SPECIMEN NON-DISCLOSURE AGREEMENT**

Mr.---------------------------------------------------, S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "**Recipient**"), as party to the FIRST PART ,  on receiving information while performing the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the “PROJECT"),  for the party  to the second part  -------------------------------------------------        ( hereinafter referred a COMPANY) , a Company incorporated under the Companies Act/Proprietary Firm/Partnership firm/LLP, having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ enter herein the NON DISCLOSURE AGREEMENT UNDER THESE PRESENTS

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

1.       That Recipient is free to enter into this non – disclosure agreement, and is not subject to any conflicting obligations or and disability which will or might interfere with the execution and performance of this agreement.

2.       Recipient agrees to comply with all requirements, directions and requests, and with all reasonable rules and regulations made by the Company in connection to render services in a competent, conscientious and professional manner.

3.       The Recipient hereby confirms that he / she is bound to and shall maintain strict confidentiality in relation to the entire work done on the said project. However, it shall be mandatory (being very critical) for the Recipient to maintain secrecy even after the completion of the work.

4.       Recipient will not disclose the Project to anyone other than to its concerned officials to execute the said project and the Recipient shall not exploit for personal profit or gain.

5.       The Recipient shall not, directly or indirectly, do or cause to be done any act, which in any way infringes upon or prejudices in any manner the Company’s exclusive Copyright or any other emerging rights thereto over the Project.

6.       The Recipient hereby specifically assigns, for the consideration received as decided mutually by the parties, the entirety of any right that may accrue while rendering the services under the provisions of any applicable law.

7.       The Recipient would have absolutely no RIGHTS or CLAIMS on any part or whole of the project now or in the future and the all inclusive payment decided between the parties shall be the complete amount payable to the Recipient to the Company.

**8.**       Recipient acknowledges that the services rendered to the Company shall be of special, unique, unusual, extraordinary and intellectual character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law. Therefore, any  breach by the Recipient   will cause Company  great and irreparable injury and damage for which the recipient hereby  expressly agrees and confirms that  Company  shall be entitled to the remedies of injunction and other equitable relief to prevent  breach , which relief shall be in addition to any other remedies for damages or otherwise, which shall be available to the Company.

**9.**       Recipient shall   not    divulge   any   information,  data relating to financial, commercial, technical or  any  material information coming to the knowledge pursuant to this Project  or otherwise except where disclosure is required under law or is otherwise agreed upon in writing with the consent of the Company.Recipient will maintain the information concerning the Project obtained from the COMPANY in strict confidence

10.   Notwithstanding any other provisions hereof, Recipient will not undertake the same project being offered by any third party or entities (directly or indirectly), unless with the prior written approval from the Company.

11.   This Agreement shall remain in force and effect till the completion of   the envisaged project .

12.   The rights and duties of either party under this Agreement may not be assigned or delegated without the written consent of the other party.

13.   This Agreement shall be construed under the laws of India at  Mumbai Courts - India

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR INDICATED HEREINBELOW :**

**SIGNED AND DELIVERED BY THE**

**WITHINNAMED RECIPIENT**

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2

**WITNESS**

**SIGNED SEALED AND DELIVERED**

**BY WITHINNAMED COMPANY**

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2

**WITNESS**