

Sample Mutual Non-Disclosure Agreement

PixelCrayons | Sample for review | 9 October 2026

Sample for review. Complete the parties, purpose, law and dispute provisions before signature. Proposed provisions need approval. This NDA does not order services or require payment.

Parties and purpose

Provider: [select ValueCoders India LLP for an Indian customer or ValueCoders Services LLP for an international customer], operating as PixelCrayons, at 703 Sector 15 Part 2, Gurugram 122001, Haryana, India. LLPIN: [insert]. Counterparty: [legal name, registration number and address]. Effective date: [date]. Notice emails: [both parties].

Purpose: evaluating and, if agreed, carrying out [specified project or relationship]. Each party may disclose or receive confidential information. The selected entity alone contracts; affiliates are not automatically parties.

Protected information and permitted use

Confidential information is non-public information reasonably understood to be confidential, whether oral, written, visual or electronic, including client identities, commercial terms, briefs, designs, code, credentials and personal information. Use it only for the purpose and protect it with reasonable care and appropriate safeguards. Share only with personnel and advisers who need it and have equivalent confidentiality duties. Each recipient remains responsible for its representatives' handling, subject to applicable law.

Do not use disclosures to solicit the discloser's customers using its confidential information or publish names, logos, work or the relationship without prior written permission. No reverse engineering of confidential prototypes or code is permitted except as expressly authorised or protected by non-waivable law. Do not upload confidential information to AI tools or permit model training on it without written permission and agreed safeguards.

Exceptions and legal disclosure

The recipient must be able to demonstrate an exception for information public without breach, already lawfully held, independently developed or lawfully received without restriction. If disclosure is legally compelled, give advance notice where lawful, disclose only what is required and reasonably cooperate with protective measures. Notify the discloser promptly of suspected unauthorised access or disclosure and cooperate in containment.

Duration and return

Proposed alignment with the service agreement: this NDA continues until either party ends future disclosures on 30 calendar days' notice. Duties for information already received continue for five years after the evaluation or relevant engagement ends; trade secrets remain protected while they retain that status. Mandatory personal-data obligations are unaffected.

Proposed: return or securely delete information within 30 days of request or exit, confirm completion and identify any lawful retention or protected backup exceptions and their deletion cycle. Restricted legal copies and normal backups must remain confidential and cannot be used commercially. Revoke unnecessary access promptly. An applicable data-processing agreement may require a shorter period.

Rights, remedies and relationship to other agreements

Disclosures do not transfer IP, grant production-use rights or promise completeness or suitability. Neither party must proceed with a transaction. This does not exclude liability for fraud or duties expressly accepted in a signed agreement. Either party may seek relief available under applicable law; no bond waiver, automatic injunction or guaranteed remedy is promised.

If an existing signed NDA or MSA covers the disclosure, identify it and resolve differences expressly: [agreement and precedence]. Do not use this sample to reduce existing protection by implication. Proposed liability treatment: [complete with counsel; identify cap, exceptions and any link to the MSA]. An unsigned sample does not import another agreement's liability cap.

Notices, disputes and signatures

Governing law: [choose fixed jurisdiction]. Dispute mechanism and venue: [complete approved courts or arbitration provision]. Do not leave the applicable law to whichever party files first. Operational escalation contact: [both parties]. Notices use the identified email addresses with an agreed receipt/failed-delivery rule: [rule]. Changes require written agreement. Invalid terms are severed to the extent permitted by law. No waiver arises merely from delay. This document covers confidentiality for its purpose; valid electronic signatures and counterparts may be used where permitted.

Provider: [legal name, authorised signatory, title, signature, date]. Counterparty: [legal name, authorised signatory, title, signature, date].