**CUSTOMER CONFIDENTIALITY AGREEMENT**

[SPECIFY THE CUSTOMER’S COMPLETE NAME], of legal age, [SPECIFY CIVIL STATUS], and a resident of [SPECIFY CUSTOMER’S PLACE OF RESIDENCE] herein referred to as the **“CUSTOMER/CLIENT”**;

**AND**

[SPECIFY YOUR COMPANY NAME] which is a [SPECIFY THE BUSINESS STRUCTURE] and duly registered under the laws of [SPECIFY STATE] and principally engaged in the business of [SPECIFY PRINCIPAL ENGAGEMENT OR ACTIVITY], herein referred to as the **“COMPANY”**;

**RECITALS**

**WHEREAS,** The COMPANY is principally engaged in the business of [SPECIFY PRINCIPAL BUSINESS OF THE COMPANY] and offers products, specifically the [SPECIFY TYPE OF PRODUCT] which is availed by the Customer;

**WHEREAS,** The CUSTOMER, for a valuable and reasonable consideration, bought a [SPECIFY PRODUCT] from the COMPANY and hence subject [himself/herself] under the terms and conditions of this confidentiality agreement.

**WHEREAS,** The COMPANY manifests its commitment to protect the personal and financial information provided by the Customer pursuant to the sale transaction.

**WHEREAS,** The undersigned parties enter into this Confidentiality Agreement to govern the terms and tenor of their legal relationship;

**NOW, THEREFORE,** for and in consideration of the preceding mutual declarations and manifest commitment of the parties to comply and be bound by the terms and conditions of this Agreement, the undersigned parties hereby accept, understand and agree to the following terms and conditions:

1. **PURPOSE OF THE AGREEMENT**

The purpose of this CUSTOMER CONFIDENTIALITY AGREEMENT is two-fold: to protect and preserve the integrity of the personal and financial information provided by the Customer and to ensure that the Customer’s right to privacy will not be infringed.

1. **CONFIDENTIAL INFORMATION**

Under this Agreement, confidential information shall be construed as follows:

* Financial records of the customer such as bank details;
* Personal details of the customer such as that information pertaining to [his/her] status, contact details;
* And any other analogous information which relates to the security of the customer and [his/her] family and relatives security.

1. **TERMS AND CONDITIONS**

This Agreement serves as a mutual declaration of the undersigned parties to be bound by the following confidentiality rules, regulations, and policies:

The COMPANY is expressly prohibited from engaging in any activities and business affairs which in any way disclose the covered confidential information of the CUSTOMER;

All communication and correspondence, either oral or written, which may transpire between the CUSTOMER AND THE COMPANY are deemed strictly confidential and considered as privileged communication;

The designated employees of the COMPANY that will directly deal and manage the said confidential information provided by the CUSTOMER are prohibited from keeping and storing the same in electronic devices and areas which are not considered as authorized storage places of the COMPANY;

The designated employees of the COMPANY that will directly deal and manage the said confidential information provided by the CUSTOMER are prohibited from disclosing and sharing the same to unauthorized persons and entities;

The immediate supervisor or head of the said COMPANY employees shall exercise a reasonable degree of diligence in the supervision and management of [his/her] subordinates to ensure that company protocols and processes related to the management of confidential information are complied with consistently and in good faith.

1. **PENALTIES**

The undersigned parties duly understand and affirm that the erring employee or supervisor, as the case may be, who commits any violation related to the foregoing terms and conditions, or in any way fails to exercise the degree of diligence required by this Agreement, shall be subject to a penalty [SPECIFY AGREED PENALTY (ex. Fine, suspension, termination)]. Furthermore, the COMPANY shall be bound to pay the CUSTOMER the amount of [SPECIFY AMOUNT], as a way of indemnifying the latter for the damages incurred as a result of such unauthorized disclosure or use of confidential information.

This is without prejudice to the right of the injured party to seek legal relief before a court of competent jurisdiction.

1. **GENERAL PROVISIONS**

Under the terms of this Agreement, any party may initiate an action to amend, modify, or alter the terms of this Agreement, provided that certain conditions are complied with, such as the following:

* The proposal must be in writing;
* Must be raised within a period of [SPECIFY PERIOD];
* Must contain adhere to the following sections: [SPECIFY FORM];
* Must be duly approved by the other parties within a period of [SPECIFY PERIOD];
* And other relevant requirements as the undersigned parties may deem necessary and appropriate.

This Agreement is considered as the representation of the parties’ full adherence and agreement in relation to the terms and conditions enshrined under this Agreement.

The operation of this Agreement supersedes and repeals any and other agreements, proposals, and negotiations of the parties which are of contrary intention or are in conflict with the terms and conditions in this Agreement.

In the event that a section or provision of this Agreement is rendered void or unenforceable before the competent courts, the validity of the rest of the provisions and sections will be respected and will continue to operate or guide the performance of the undersigned parties.

1. **SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION**
2. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
3. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
4. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
5. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
6. The cost of arbitration proceedings shall be equally borne by both the parties.
7. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

IN WITNESS WHEREOF, the undersigned parties fully execute and implement this **CUSTOMER CONFIDENTIALITY AGREEMENT** this [SPECIFY DATE] and affix their respective signatures:

[PROVIDE SIGNATURE]

[SPECIFY COMPLETE NAME OF COMPANY’S AUTHORIZED REPRESENTATIVE]

[SPECIFY COMPLETE ADDRESS]

[PROVIDE SIGNATURE]

[SPECIFY COMPLETE NAME OF COMPANY’S LAWYER]

[SPECIFY COMPLETE ADDRESS]

[PROVIDE SIGNATURE]

[SPECIFY COMPLETE NAME OF THE CUSTOMER]

[SPECIFY COMPLETE ADDRESS]