

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ___day of _____ by and between

Telangana State Co-operative Apex Bank, a body corporate constituted and functioning under the TCS Act, 1964 having its Head Office at Troop Bazar Hyderabad - 500001 represented by herein (hereinafter called Disclosing Party **or the "Bank"**),

and

_____ with and address at _____ (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Receiving Party the Confidential Information on a strictly confidential basis for the purpose of _____ (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, Disclosing Party may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the

Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- (ii) Becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Receiving Party;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information as confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not to disclose any Confidential Information received by it through any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Receiving Party acknowledges and agree that Disclosing Party shall have right to all its legal remedies directly against Receiving Party as if such breach is made by the Receiving Party itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely with the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a ____*____ (**duration of the Original Agreement plus 10 years*) (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information.. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Disclosing

Party including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction.

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement: This Agreement shall be effective upon its execution by both the parties.

11. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of **Telangana** (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to

and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SUGNED for and on behalf of:- (Disclosing Party)	SIGNED for and on behalf of :- (Receiving Party)
Signature:	Signature:
Name:	Name:
Title: _____ (Authorized Signatory)	Title: _____ (Authorized Signatory)
<u>Witness:</u>	<u>Witness:</u>
Signature:	Signature:
Name:	Name:
Address:	Address: