

NONDISCLOSURE AGREEMENT No: IFT/AGR/NDA/PDI/01

THIS AGREEMENT ("**Agreement**") executed at [INSERT PLACE] on this [INSERT DAY] day of [INSERT MONTH], 2020.

BETWEEN

Indian Financial Technology and Allied Services, (IFTAS), a company incorporated under section 8 of the Companies Act, 2013, with **Corporate Identity Number** CIN: U74900TG2015NPL097485 and having its registered office at, NCC House, 4th Floor, Western Wing, Sy. No 64, Madhapur, Hyderabad- 500 081, and having its Corporate office at Unit No. 4, 3rd floor, D Wing, 'Times Square' - Tower D, Andheri - Kurla Road, Marol, Andheri (East), Mumbai - 400 059, hereinafter referred to as the "**the Disclosing Party**" (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the **ONE PART**;

AND

[INSERT NAME] a company incorporated under the Companies Act, 1956 having registered office at [INSERT ADDRESS], hereinafter referred to as the "**the Receiving Party**" (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the **OTHER PART**.

The Disclosing Party and the **Receiving Party** are hereinafter singly referred to as 'Party' and collectively 'Parties'.

WHEREAS:

- A. The Parties hereto have expressed interest in discussions which might lead to a transaction between the Parties relating to ("**Purpose**") and the **Disclosing Party** may disclose certain non-public confidential information to the **Receiving Party** in connection therewith.
- B. The Parties wish to preserve the confidentiality of the information disclosed by the Disclosing Party to the Receiving Party in connection with Purpose subject to the terms and conditions as hereinafter contained.

NOW THEREFORE, in consideration of the Disclosing Party's disclosure of such Confidential Information and upon the mutual covenants and promises herein contained, the Parties agree as follows:

- 1. For the purpose of this Agreement, "Confidential Information" shall include (a) information, document and/or material, whether proprietary or non-proprietary, which is disclosed by the Disclosing Party, or the

Receiving Party may obtain knowledge of or access to from the Disclosing Party, (b) information disclosed on or subsequent to execution of this Agreement during negotiations or discussions between the Disclosing Party and the Receiving Party whether or not set forth in writing, (c) business, financial and/or operational information, data, know-how, structure and documentation, (d) intellectual property and/or software rights, interest and knowledge, (e) information described as proprietary or designated as confidential information, (f) information disclosed to the Receiving Party by any third party which information the Receiving Party is obligated (whether by any relevant law or otherwise) to treat as confidential information, and/or (g) information and documents derived, developed or modified from or based on any of the aforesaid.

2. All Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party and shall continue to be owned by the Disclosing Party. The Disclosing Party does not grant or extend to the Receiving Party any right or license of any kind whatsoever which the Disclosing Party may now have or may hereby obtain with respect to the Confidential Information. Nothing in this Agreement shall prohibit the Disclosing Party entering into similar transaction/agreement with other parties or releasing the Confidential Information to other parties.
3. The Receiving Party shall use the Confidential Information **only** for the Purpose and shall keep confidential and not disclose the Confidential Information to any other person, affiliate, subsidiary, firm, corporation, or party, except to the extent that any Confidential Information:
 - (i) is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Receiving Party; or
 - (ii) is already in the possession of the Receiving Party at the time of the disclosure; or
 - (iii) is hereafter rightfully furnished to the Receiving Party by a third party without breach of this Agreement or any separate non-disclosure obligation; or
 - (iv) was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed hereunder; or
 - (v) is approved for release by written authorization of the Disclosing party; or

- (vi) disclosure by the Receiving Party is required by law or by order of any court or government or regulatory agency, whether in India or out of India.
- 4. In the event the Receiving Party is required to disclose Confidential Information upon an action, a summon or an order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law, to enable the Disclosing Party to protest or seek relief from such disclosure.
- 5. The Receiving Party shall not, without the prior written consent of the Disclosing Party, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any third party and the Confidential Information shall be used by the Receiving Party, directly or indirectly, solely for the purpose of considering, evaluating and effecting the Purpose. The Receiving Party shall not use the Confidential Information in any way detrimental to the Disclosing Party or its interests.
- 6. The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any unauthorized use and / or disclosure in violation of this Agreement. The Receiving Party shall notify the Disclosing Party in writing immediately upon becoming aware of the occurrence of any unauthorized release of the Confidential Information or any breach of the terms of this Agreement.
- 7. The Receiving Party hereby represents that any directors and/or officials and/or employees and/or agents of the Receiving Party who will be given access to the Confidential Information on behalf of the Receiving Party, is aware of the confidentiality obligation herein in respect of the Confidential Information being so disclosed and will enter into an agreement in content substantially similar to this Agreement. The Receiving Party shall maintain a record of persons / entities to whom the Confidential Information has been disclosed, with details of the Confidential Information so disclosed. The aforesaid record alongwith copies of the Confidential Agreement entered into between the Receiving Party and any director(s) and/or officers shall be provided to the Disclosing Party on the last day of every quarter during the existence of this Agreement.
- 8. The Receiving Party further undertakes:
 - (i) Not to disclose that the Confidential Information is or has been or will be made available or that evaluation of the Confidential

Information is being or has been or will be made;

- (ii) Not to make copies of, or reproduce or display in any form and by any process, all or any of the Confidential Information, except in the form of notes or memoranda, whether in physical or electronic form, made by the Receiving Party's employees / officials during their evaluation of the Confidential Information. Any such copies, reproduction, notes, memoranda and records made by Receiving Party's employees/officials/agents shall be the property of the Disclosing Party;
- (iii) Keep a written record of:
 - a) Any document or Confidential Information received from the Disclosing Party in tangible form; and
 - b) Any copies made of the Confidential Information;
- (iv) To limit the access to the Confidential Information solely to those of its directors, officials or employees who have reason to require access only on "need to know" basis;
- (iv) To ensure that each of such director, employee, official, advisor or consultant of the Receiving Party as referred elsewhere in this Agreement to whom the Confidential Information is disclosed, observes strictly the restrictions as to use and disclosure contained herein;
- (v) To implement and follow the rules as laid down in the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 [**'the Rules'**];
- (vi) To monitor the security practices, control processes and checks in place in respect of the Confidential Information on a regular basis and disclose any breaches in the security practices, control processes and checks in place to the Disclosing Party;
- (vii) To return all Confidential Information to the Disclosing Party forthwith and within a period of (30) Thirty days upon request by the Disclosing Party or upon the Receiving Party or the Disclosing Party deciding not to proceed with the Purpose. Should the Disclosing Party permit the destruction of such Confidential Information, the Receiving Party shall destroy the Confidential Information within the period as may be specified by the Disclosing Party and shall provide the Disclosing Party with written advice that such destruction has been carried out;

- (viii) To use the Confidential Information solely for the purpose of considering, evaluating and effecting the Purpose and to take all steps necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons;
 - (ix) To keep confidential, the fact of existence of discussions between the Parties hereto concerning the Purpose, unless otherwise required by law and not make any private or public announcement or statement concerning or relating to the Purpose;
 - (x) The Receiving Party shall implement appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Confidential Information and such safeguards to be designed to ensure the security and confidentiality of the Confidential Information so as to protect the Confidential Information against any anticipated threats or hazards to the security or integrity of the Confidential Information;
 - (xi) The Receiving Party agrees to be vigilant and to report all violations of information security and all suspected security events immediately to the Disclosing Party's Information Security Group at infosec.alert@iftas.in
 - (xii) The Receiving Party shall adopt, maintain, monitor and enforce appropriate security policies as well as data protection and safeguarding arrangements for the lawful protection of Confidential Information including the personal data, sensitive data etc. provided by the Disclosing Party;
 - (xiii) The Receiving Party shall not to use or reproduce or transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business.
9. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm if the Receiving Party fails to comply with its obligations set forth herein or if the Receiving Party breaches any of the terms and conditions set forth herein and further agrees to indemnify the Disclosing Party and keep the Disclosing Party fully and effectively indemnified on demand and shall pay such sums to the Disclosing Party in respect of any type of liability, loss, damage, claims, demands, actions, charges, costs (including legal / attorney fees) and expenses incurred by the Disclosing Party,

arising out of or in connection with any wrongful disclosure or misuse of Confidential Information. The Receiving Party agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Receiving Party. Accordingly, the Disclosing Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

10. The Receiving Party shall, upon being required by the Disclosing Party, allow any person authorised by the Disclosing Party or its regulators, which means and includes the Reserve Bank of India, the Securities and Exchange Board of India, National Securities Depositories Ltd. and/or the Central Depository Services Ltd. to enter upon the premises of the Receiving Party and inspect, examine and audit the Receiving Party's operations and records and take copies of all or any records. In case any information or document is not readily available the Receiving Party shall furnish the same within a reasonable period of time.
11. The Parties acknowledge and agree that no contract or agreement with respect to or in connection with the Purpose shall be deemed to exist unless and until the Parties execute and deliver a final definitive agreement relating thereto, and there shall be no obligation on either party to participate in the Purpose. The Parties further agree that unless and until the Parties shall have executed and delivered a definitive agreement, neither Party shall be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein.
12. This Agreement shall become effective on the date of its execution and shall continue for 5 years unless terminated earlier in writing by either Party. Before expiration, this Agreement may be terminated by either party by giving at least 30 days written notice to the other party. The obligation to protect the confidentiality of the Confidential Information herein shall survive the expiration or termination for perpetuity.
13. Any notice to be given by any Party under this Agreement shall be in writing. Such Notice shall be delivered by hand, airmail, (postage prepaid), reputed overnight courier service, to the party to which it is addressed at such party's address specified below or at such other address as each party shall from time to time have designated by (~~30~~)Thirtydays' written notice and shall be deemed to have been duly given or made when delivered as aforesaid.

For IFTAS:

Attention :.....

Tel No. :.....

For [INSERT NAME OF COMPANY]
Attention: Mr. [INSERT NAME]
Tel No: [INSERT TELEPHONE NUMBER]

14. The Receiving Party shall not have the right to assign or transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the Disclosing Party.
15. This Agreement shall be fully binding upon the Parties and inure to the benefit of their successors and assigns, unless otherwise agreed between the Parties in writing.
16. The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights. In the event that any provision of this Agreement shall be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
17. The Receiving Party agrees that the terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of the Disclosing Party, except to the extent required by law or by a court or regulatory agency of competent jurisdiction. If any such disclosure is required, the Receiving Party shall notify the Disclosing Party of the same and obtain the Disclosing Party's consent before making such disclosure.
18. It is understood that this Agreement does not obligate either of the Parties to enter into further discussions and both the Parties shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and the proposed business arrangement for which this Agreement is being entered into shall not be deemed to have been entered into on exclusivity basis. The Parties understand that the furnishing of the Confidential Information will neither constitute an offer of any nature whatsoever nor form the basis of or any representation in relation to any contract.
19. After expiration or termination of this agreement, the Receiving Party agrees to respect the confidentiality of the Disclosing Party's patents, IP, trademarks, and trade secrets, and not to disclose them to anyone during the period mentioned in clause 12.

20. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by written instrument duly executed by the Parties.
21. This Agreement shall be governed by and interpreted in accordance with laws of India. Any matter or dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Hyderabad, India.
22. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
23. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
24. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

For IFTAS

Signature : _____ *

Name

Designation : _

For [INSERT NAME]

Signature : _____

Name : [INSERT NAME]

Designation : Managing Director authorized through board resolution dated
[INSERT DATE]