

**NON DISCLOSURE AGREEMENT**

(To be executed on stamp paper of requisite value as place of execution)

This agreement made and entered into BETWEEN

\_\_\_\_\_, a company  
incorporated under the \_\_\_\_\_ and  
\_\_\_\_\_ having its Registered Office  
at \_\_\_\_\_

\_\_\_\_\_ and also having its Corporate Office at  
\_\_\_\_\_ (hereinafter  
referred to as \_\_\_\_\_ / Receiving Party which expression unless repugnant  
to the context or meaning thereof be deemed to include its successors and  
assigns) of the FIRST PART;

**AND**

Punjab & Sind Bank, a body corporate, established under the Banking  
Companies (Acquisition and Transfer of Undertakings) Act 1980 through its  
authorised representative (Name and Designation) having its Corporate Office at  
Block -3, NBCC East Kidwai Nagar, Delhi- 110023 (hereinafter referred to as  
“PSB” which expression unless repugnant to the context or meaning thereof  
be deemed to include its successors and assigns) of the OTHER PART.

\_\_\_\_\_ AND PSB are hereinafter collectively referred to as “the parties” and  
individually as “the party”.

**WHEREAS**

The parties intend to engage in discussions and negotiations concerning the  
establishment of a business relationship between themselves. In the course of  
such discussions and negotiations, it is anticipated that each party may disclose  
or deliver to the other certain or some of its trade secrets or confidential or  
proprietary information, for the purpose of enabling the other party to evaluate  
the feasibility of such business relationship (hereinafter referred to as “the  
Purpose”.)

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Information:** “Information” means all information disclosed/furnished by  
either of the parties to the other party in connection with the business

transacted/to be transacted between the Parties. Information shall include any copy, abstract, extract, sample note or module thereof and shall also include and not restricted to data, documents and/or material information thereof.

The Receiving Party may use the Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Information" shall not include any information which the Receiving Party can show : a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a Court or government Agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 2. Non-Disclosure:** The Receiving Party shall not commercially use or disclose any Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Information solely for the Purpose authorized above. The Receiving Party may disclose information to consultants only if the consultant has executed a Non Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instructions and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The receiving party agrees to notify the

Disclosing party immediately if it learn of any use or disclosure of the Disclosing party's information in violation of terms of this agreement.

3. **Publications:** The Receiving party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Information or other matter of this Agreement, without the prior written approval of the Bank.

a) **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration of **5 (five) years**, unless renewed or termination of this Agreement due to concession of the business relationship or as per clause (b) hereof, between \_\_\_\_\_ and PSB. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written graphic or other tangible forms of the Information and all copies, abstracts, extracts, samples, notes or modules thereof. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain. Notwithstanding the termination of this agreement, the liability of the receiving party towards the disclosing party, incurred prior to the date of termination of this agreement, as mentioned above and shall survive even post termination of this agreement. The liability of the receiving party shall also survive in cases where the liability is incurred by the Bank after the termination of this agreement, but the liability arises out of act/omission of the receiving party during the term when this agreement was in force.

- b) **Termination:** Either party may terminate this agreement after giving 2 (two) months notice. The obligations as to non-disclosure and other obligations undertaken will survive even after termination or cession of the business relationship for a period of **5 years**.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Information. No License under any trademark, patent or copyright or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Information.
  
5. **Return of Information:** Upon written demand notice of the Disclosing Party, the Receiving Party shall (i) cease using the Information, (ii) return the Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
  
6. **Remedies:** The Receiving party acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the receiving party breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Receiving Party, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Punjab & Sind Bank shall include Punjab

& Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. **Indemnity:** The receiving party shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Receiving Party and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Receiving Party in the course of discharge of its obligations under this Agreement.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire Agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This agreement may be amended or modified only with the mutual written consent of the Parties. Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the Laws of India. The parties submit and agree to the exclusive jurisdiction of the Courts situated at New Delhi alone.
10. **Dispute Resolution:** In case of any claims, disputes or differences between the Parties arising out of this Agreement, shall at first instance be resolved amicably by the Parties through mutual discussion between the Senior Executives of the Disclosing Party and Receiving Party, failing which, it shall be referred to the courts having jurisdiction. The venue for such discussions shall be New Delhi. The Courts in New Delhi alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this Agreement.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Information. None of the Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such information for any particular purpose or Infringement of tradem arks, patents, copy rights or any right of third persons.
12. **Waiver:** A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Receiving Party in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Receiving party under any of the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed these present on the day, month and year first herein written below.

For and on behalf of

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Signature:

Name of Signature:

Designation:

Date:

Witnesses: 1.

2.

**For and on behalf of Punjab & Sind Bank**

Signature:

Name of Signature:

Designation:

Date:

Witnesses: 1.

2.