

**CONFIDENTIALITY CUM NON-DISCLOSURE AGREEMENT**

(To be executed on stamp paper of Rs. 100/- in Maharashtra)

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_

**Between**

\_\_\_\_\_ a Company incorporated under the Companies' Act, 1956 / 2013 having its registered office at \_\_\_\_\_ (herein after referred to as a "Company" or "Receiving Party", which expression unless repugnant to the context or meaning there of will include its successors, assigns, and legal heirs) of the One Part.

**And**

Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal', 1501, Shivajinagar, Pune 411005 hereinafter referred to as the "Bank" or "Disclosing Party", which expression will include its successors and assigns of the Other Part

**WHEREAS**

Bank of Maharashtra has published advertisement for appointment of resolution agents for Non Performing Assets in **Financial Express**, daily news paper on **23.09.2014**.

That the Company is contemplating to submit the offer in pursuance of bank's advertisement.

That the true and correct offer can be submitted by inspecting the security, finance documents and / or gathering other information through discussions and negotiations.

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

1. **Confidential Information:** "Confidential information" means all information disclosed / furnished by the bank to the Company and / or to its representatives in connection with the aforesaid advertisement. The confidential information shall include any copy, abstract, extract, sample or module thereof.

The Receiving Party may use the confidential information solely for and in connection with the Purposes.

2. **Non- disclosure:** The Company shall not use or disclose any confidential information or any material 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 access to and knowledge of the Confidential Information solely for the Purposes authorized above. The Company further agrees:
- a. to protect Information received from the Bank with at least the same degree of care as it normally exercised to protect its own proprietary information of similar nature.
  - b. to ensure that their employees will not disclose any information so received even after they cease to be employees of the recipient. The Company party shall ensure this by own internal agreements.
  - c. Further, the Company shall indemnify Bank of Maharashtra and keep indemnified against any loss or damage that Bank of Maharashtra may sustain on account of any violation of intellectual property, confidentiality, privacy, patents, trademark etc., by the Company in respect of any Intellectual Property, practices, hardware, software, systems, process, technologies, etc in whatever manner described.
3. **Term:** This Agreement shall be effective from the date hereof and the obligation\ s 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.

Upon expiration or termination as contemplated herein the Company (Receiving Party) shall immediately cease any and all disclosures or uses of Confidential 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 Confidential Information and all copies, abstracts, extracts, samples notes or modules thereof.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Bank (Disclosing party) to the Company (Receiving Party), the Disclosing party shall retain title and all intellectual property and proprietary rights in the Confidential 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 Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving party shall

not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

5. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damage may not be adequate. The Receiving Party agrees that, in addition to all other remedial provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
6. **Entire Agreement, Amendment, and 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.
7. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the exclusive jurisdiction of the courts in Pune.
8. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential 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 Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of their persons.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

(\_\_\_\_\_  
Company

**For and on behalf of**

(\_\_\_\_\_  
Bank of Maharashtra