



**NON - DISCLOSURE AGREEMENT  
(To be Stamped)**

This Confidentiality cum Non-disclosure Agreement is entered into at Pune \_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 2020.

between

M/s ....., a company incorporated under the Companies Act, 1956/The Companies Act, 2013, having registered office at ..... herein after called "Vendor", shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns.

And

Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having it's Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune – 411 005, herein after referred to as 'BOM' or "Bank", shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns.

The Vendor and BOM would be having discussions and negotiations concerning the establishment during continuance/initiation of a new business relationship. In the course of such discussions and negotiations, it is anticipated that Bank may disclose or deliver to the Vendor certain of its trade secrets or confidential or proprietary information for the purpose of enabling the Vendor to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the Bank disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the Vendor receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

**1 Proprietary Information:** As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such

Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

## 2. Confidentiality :

- a) The Vendor shall keep secret and treat in strictest confidence all confidential information it has received about the Bank or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

**3. Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

**4. Limit on Obligations:** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient;

- b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information;
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

**5. Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. The Vendor agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Vendor/Recipient party will promptly return to the Bank or with the consent of the Bank, destroy the Proprietary Information of Bank.

**6. Damages:** The provisions of this Agreement are necessary for the protection of the business goodwill of the Bank and are considered by the Vendor to be reasonable for such purposes. The Vendor agrees that any breach of this Agreement will cause substantial and irreparable damages to the Bank and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure. Monetary damages would not be a sufficient remedy for a breach of the Agreement and that the Disclosing Party shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for any actual or threatened breach of this Agreement.

- p **7. Arbitration:** The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If within thirty (30) days from the commencement of such informal negotiations, Bank of Maharashtra and the vendor are unable to resolve amicably a contract dispute; Bank may require that the dispute against the Vendor be referred for resolution by formal arbitration. The expenses of Arbitration proceeding shall be borne by both the parties in equal proportion.

All questions, dispute or differences arising under and out of, or in connection with the contract, shall be referred to Sole Arbitrator by the Bank. The award

of the Arbitrator, shall be final and binding on the parties. The ARBITRATION AND CONCILIATION ACT, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at Pune and language should be in English.

8. **Jurisdiction:** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement”.

9. **Miscellaneous:**

a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees.

c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s \_\_\_\_\_

Authorized Signatory

Shri \_\_\_\_\_

Designation \_\_\_\_\_

For Bank of Maharashtra

Authorized Signatory

Shri \_\_\_\_\_

Designation \_\_\_\_\_