

Non-Disclosure Agreement/ Confidentiality Agreements

(To be printed on Entity's letterhead)

1. This Declaration ("Declaration") is entered into as of the day of signing, by

_____ ("Receiving Party" i.e. Organization name)

2. WHEREAS, it is anticipated that the receiving party may get access to confidential information with respect to their engagement with **Protean eGov Technologies Limited on behalf of Directorate of Income Tax (Systems** ("Disclosing Party") for the purpose of **Online PAN verification** ("Purpose").

3. For the purpose of this Declaration "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any product, service, process, invention, improvement or development carried on or used, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, strategies, tenders and any price sensitive information, whether or not labelled as "Confidential Information" and disclosed in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived there from.

4. All Confidential Information disclosed pursuant to this Declaration:

- a. shall be used exclusively for the Purpose of this Declaration, and the receiving party shall be permitted to use Confidential Information disclosed only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by disclosing party;
- b. shall not be distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except parties who have the reasonable need to know the Confidential Information and who are bound to confidentiality by their employment agreement;
- c. shall not be disclosed to any other third party without the prior written approval from disclosing party;
- d. Shall not be used for personal purpose or for the benefit of anyone other than the disclosing party.
- e. Shall not be used to make abridged version, copies, summaries or extract in any form, nor will remove any Confidential Information from the place of business unless authorized by the disclosing party.

5. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Declaration. The disclosure of Confidential Information and materials shall not result in any obligation to grant the receiving party any such rights therein.

6. Receiving party agrees that it shall treat Confidential Information disclosed under this Declaration as strictly confidential perpetually.

7. All Confidential Information disclosed pursuant to this Declaration shall either be returned to disclosing party or be destroyed upon cessation of engagement.

8. In the event of a breach or threatened breach of this Declaration by or any one acting on behalf of the Receiving party, without prejudice to other rights and remedies which disclosing party may have in this regard, disclosing party shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.

9. This Declaration shall be governed by laws of India.

10. If any term, clause or provision of this Declaration shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Declaration and such invalid term clause or provision shall be deemed to have been deleted from this Declaration.

11. The provisions of this Declaration may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing. I agree to have read and abide by the above Declaration.

NAME:

DESIGNATION:

ID (PAN/AADHAAR/OFFICE ID):

SIGNATURE

EXECUTED At

Date: