
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Miss : **sanjana konda**

Daughter of **Raju shankar konda**

A resident of **Bhiwandi**

Having my permanent residence at **Maya apartment bhiwnadi**

And partner / proprietor / employee / authorized signatory of **someone someplace**

(CA Network Registration No) : **XXXXXX XXXX XXXXX**

("Potential partner/Member of CA Network") having its registered office at **kailash business park ,Vikhroli**

hereinafter referred to as (the "**Individual Recipient**"))

The Individual Recipient and the Potential partner/Member of CA Network (hereinafter collectively referred as the "**Recipient**") hereby undertake to be legally bound by this Confidentiality and NonDisclosure Agreement (the "**Agreement**") entered with:

RKDA & Affiliates, a professional network duly registered with ICAI having its registration number NRN/W/00067 and having its address at 515, Tulsiani Chambers, Nariman Point, Mumbai 400021 hereinafter referred to as "**Network**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the member/s and partners or partner for the time being of the said network, the survivors or survivor of them and the heirs, executors, administrators of the last surviving member, their or his permitted assigns

The Individual Recipient, Potential partner/Member of CA Network and the Network are individually referred to as "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS the Network wishes to and is entitled to protect all the confidential information that the network shares with the Recipient before, during or after the entering into MOU/ Network Agreements/ code of conduct by way of discussions, meetings and material prepared by or on behalf of the network which includes but is not limited to brochures, pamphlets, presentations, video or audio recordings and other such documents or media ("**Confidential Material**");

AND WHEREAS the network seeks to prohibit the Recipient or any other person from using or deriving any benefit or passing any such confidential information to any person without the express written authorization of the network;

AND WHEREAS the Recipient acknowledges and agrees that if any confidential information is passed on to any person without the express authorization of the network, it will cause irreparable damage to the network:

AND WHEREAS to protect the rights and interest of the network, the Parties hereby agree asfollows:

1 Confidentiality Obligations

- 1.1. “Confidential Information” means any and all information relating to the Network or its business, affiliates, members, partners, clients, prospective clients, vendors, advisors, consultants, employees, service providers and any other third parties or third parties whom the Network provides services or has provided services in the past, including but not limited to (i) technical, commercial, operational, financial, accounting, legal and administrative information, any information, (ii) the fact that discussions or negotiations are occurring or have occurred concerning the Proposed Network between the Network and the Recipient, the existence of this Agreement, or the fact that Confidential Information has been made available to the Recipient, (iii) information and details regarding the terms, conditions and structure of, and other facts relating to Network, including the status thereof, (iv) any agreements or negotiations subsequently entered into by the Parties or for the purpose of entering into MOU/ network agreement or partnership deed, (v) any other information or data that the Recipient is given or which comes to his/her knowledge before, during, and after the Events which he/she is told is confidential information or which a reasonable person would expect to be confidential from its nature and content. Confidential Information also includes all notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries or other documents prepared by or for the Recipient or the Permitted Discloses (as defined below) that contain, reflect or are based upon, in whole or in part, the Confidential Information
- 1.2. The term Confidential Information shall not include information which:
- 1.2.1. The term Confidential Information shall not include information which:
- 1.2. now or hereafter comes into the public domain, other than because of a breach of this Agreement by the Recipient or any of its Permitted Disclosees (as defined below).

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- 1.2.2. is lawfully in the possession of the Recipient prior to the disclosure of such information to the Recipient
- 1.2.3. is required to be disclosed by way of an action, subpoena, or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation, or rule; or when the Network consents to such disclosure.
- 1.3. The Recipient's participation in the discussions before or after the signing of MOU/agreement give him/her/it access to Confidential Information. The Recipient acknowledges and agrees that using, disclosing, or publishing any Confidential Information in an unauthorized or improper manner could cause the Network to incur substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, the Recipient agrees with the Network that he/she will not at any time, except as provided otherwise under this Agreement, directly or indirectly, use, disclose, or publish, or permit others not so authorized to use, disclose, or publish any Confidential Information that the Recipient may learn or become aware of, or may have learned or become aware of before, during or after, or use any such information in a manner detrimental to the interests of the Network. The Recipient shall maintain proper and secure custody of all Confidential Information and prevent the use or disclosure of the Confidential Information by or to third parties.
- 1.4. Confidential Information shall be kept confidential by the Recipient and shall not be disclosed except (i) as permitted in accordance with this Agreement; or (ii) to his / her partners or other senior personnel and who, for purpose the purpose of formulation of the Network and/or entering into partnership, are strictly required to have access to the Confidential Information and who are bound by confidentiality which are at least as strict as those set out in this Agreement ("Permitted Disclosees").
- 1.5. The Recipient confirms and agree that all Confidential Information is and must remain the exclusive property of the Network. Any Confidential Material the Recipient receives from the Network before, during or after the Events, whether on digital media or otherwise, must be and remain the property of the Network (including

where such Confidential Information is stored on devices owned by the Recipient).

1.6.

The Recipient hereby agrees and undertakes to the Network that it will ensure that its Permitted Disclosees adhere to the terms of this Agreement, and that without prejudice to any other rights of the Network, the Recipient shall be responsible for any acts or omissions of the Permitted Disclosees in connection with the Confidential Information which may be a breach of or failure to comply with this Agreement and shall at all times be directly and primarily responsible to the Network for any breach of or failure to comply with the terms of the Agreement by the Permitted Disclosees, or arising out of the actions of the Permitted Disclosees - and that he/she shall be liable for any liability, losses, damages or costs incurred by the Network arising out of or in connection therewith.

2.

Permitted Disclosure and Use

2.1.

The Recipient agrees that it shall not and shall ensure that the Permitted Disclosees do not disclose to any person other than as permitted under Clause 2.2 below the fact that the Parties are discussing the membership of Network, partnership, that the Recipient has received Confidential Information or the status of the discussions and negotiations between the Parties.

2.2.

If the Recipient and/or any of its Permitted Disclosees is/are required, pursuant to any law, rule, regulation, order of any governmental authority or other legal or judicial process, to disclose any Confidential Information or any other information concerning the Network and/ or the proposed partnership, shall promptly (and unless legally prohibited, prior to sharing the said Confidential Information) notify the Network in writing, within 2 (two) days from receipt of such request from the Network, of such requirement in order to enable the Network to seek a protective order or other appropriate remedy and shall provide any cooperation as the Network shall reasonably request in connection with such order / remedy, and shall consult with the Network to take steps to resist or narrow the scope of such requirement. Failing the receipt of such protective order or other remedy, the Recipient shall disclose only that portion of the Confidential Information that it is advised in writing by its counsel as is legally required to be disclosed and it shall take all steps to ensure that all Confidential Information so

disclosed is accorded confidential treatment by the person to whom such disclosure is made.

2.3. The Recipient shall, and shall ensure that the Permitted Disclosees, shall use the Confidential Information solely and exclusively in connection with the entry into the Network/ partnership with the network

2.4. The Recipient shall not and shall ensure that the Permitted Disclosees do not, without the prior written consent of the Network, during the Term (as defined below) of this Agreement, enter into any agreement or arrangement, or enter or engage in any discussions from or with any person in connection with any transaction involving the direct or indirect disclosure of Confidential Information.

3. Term and Termination

3.1. This Agreement shall come into effect from the signing date (effective date) and shall continue to be valid and in force during membership with network and will survive further for three years post cessation of membership of network.

3.2. This Agreement may be terminated by the Network at any time in its sole discretion by way of a written notice to the Recipient. The Agreement shall terminate immediately upon receipt of such written notice by the Recipient.

4. Remedies for Breach of Agreement

4.1. As remedies at law may be inadequate to protect the Network against any actual or threatened breach of this Agreement, the Network shall have the right to injunctive relief in the Network's favor with respect to any breach of any provisions of this Agreement without proof of irreparable harm.

4.2. Without prejudice to the rights and remedies otherwise available to the Network, for any threatened or actual breach of this Agreement, the Network shall be entitled to any of the following remedies: (a) equitable relief by way of injunction, (b) indemnification for any loss, damage or liability incurred due to direct or indirect act of the Recipient or the Permitted Disclosees, and (c) disqualification of Permitted Disclosees of such Recipient from the membership of the Proposed Network/partnership with the network

5. Miscellaneous

5.1. The Recipient acknowledges and agrees that this Agreement shall constitute a legal, valid, binding, and continuing obligation, enforceable in accordance with its terms

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- 5.2. The Recipient acknowledges that neither the Network nor any of its partners, representatives, employees, advisors, consultants, or affiliates makes any express or implied representation or warranty as to the completeness or accuracy of any Confidential Information, and that none of such persons shall have any liability to the Recipient or the Permitted Disclosees relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Neither the Recipient nor any of the Permitted Disclosees is entitled to rely on the completeness or accuracy of the Confidential Information.
- 5.3. The Parties agree that no MOU/ agreement (other than with respect to the confidentiality, and other matters expressly set forth herein) providing for the Proposed Network/partnership or any variation thereof between the Recipient and the Network or their respective affiliates shall be deemed to exist until the execution of definitive documentation in connection with formation of and/ or entry into the Proposed Network/ partnership deed.
- 5.4. No failure or delay by the Network in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder, nor shall any course of dealing between the Parties operate as a waiver of any right, power or privilege hereunder or be deemed to constitute a modification thereof. No waiver shall be valid unless given in writing by the Network. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Network in any other respect or at any other time.
- 5.5. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that the Network may otherwise have at law or in equity.
- 5.6. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties hereto.
- 5.7. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be

deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

5.8. This Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, by a sole arbitrator to be mutually appointed by the Parties. The seat of the Page 6 of 7 arbitration shall be Mumbai. The language of the arbitration shall be English. The Parties shall be entitled to seek interim relief from courts of Mumbai, India which have exclusive jurisdiction for the same.

5.9. All rights and obligations of the Network contained in this Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of its respective successors. The Recipient shall not assign his or her rights and obligations herein without the written consent of the Network.

5.10 This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument

6. Notices

6.1. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by e-mail, personal delivery or post or courier to the following addresses (or such other addresses as the Parties may notify each other from time to time)

If to Recipient:	If to the Network:
Address:	Address: RKDA & Affiliates 515, Tulsiani Chambers, Nariman Point Mumbai 400021
Email:	drathi@rkda.com
For the attention of:	For the attention of: Dheeraj rathi

6.2. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by e-mail, when sent (on receipt of a connect to the correct e-mail id).

SIGNED by

1, The Recipient

for himself/herself and for and on behalf of the Potential Member of CA Network/partnership with the network

Name of Individual Recipient :
Name of Potential Member :
Place :
Date :

2, The Network For RKDA & Affiliates

Name :
Place :
Date :