# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into as of 01 August 2022 (**“Effective Date”**) by and between **Insys Business Services Private Limited** a company incorporated under the provisions of Companies Act, 1956 having its registered office at Office no.2, First Floor, Shanti Centre, Sector – 17, Vashi, Navi Mumbai – 400703 (hereinafter referred to as “Company ”);

and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)**, an Adult, Indian Citizen, Bearing Aadhar No \_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and PAN No\_\_\_­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Consultant”).

WHEREAS hereinafter, Company and Consultant are referred to individually as a “Party” and collectively as the “Parties”.

AND WHEREAS Company may engage Consultant to carry out Consulting services (“**Purpose**”). To accomplish the Purpose of this Agreement and to enable Consultant to carry out the obligations agreed between Consultant and Company, and/or for entering into discussions pertaining to the Purpose, Company may require to share Confidential Information of Company or its affiliates. Parties propose that such disclosure should be subject to the following terms and conditions:

1. For the purposes of this Agreement, the words **“Confidential Information”** shall mean all and any information, in any form which is not in the public domain concerning the business and/or finances of Company, its affiliates including without prejudice to the generality of the foregoing, reports, interpretations, forecasts, records, corporate business plans, financial projections, financial details and accounts, products, services, planned products, planned services, marketing and advertising plans, marketing and advertising requirements, budgets, fee levels, customer/client lists, commissions, commission charges, pricing policies, operational data processing capabilities, software, hardware and related specifications, all information about research and development, terms and conditions of the consultancy agreement or any such agreement to be signed between Consultant and Company and terms of this Agreement.
2. All such Confidential Information relating to the Purpose furnished by or on behalf of Company (the **“Disclosing Party”**) to Consultant (the **“Receiving Party”**) is included as Confidential Information whether furnished before or after the date of this Agreement, and regardless of the manner in which it is furnished.
3. Subject to the provisions at clauses 5, 6 and 8 below, the Receiving Party shall not, without the prior written consent of an authorized representative of the Disclosing Party, communicate or divulge to any third party whomsoever, or make any use of any Confidential Information of the Disclosing Party or any of its clients or customers. Notwithstanding anything contrary contained herein, Receiving Party hereby unconditionally agree that, Disclosing Party shall be entitled to use Receiving Party’s personal data, Confidential Information (if any) that may be provided to Disclosing Party. Disclosing Party shall be entitled to share such personal data with prospective clients in India and abroad from time to time basis for business purpose.
4. The Receiving Party agrees that it will keep such Confidential Information in trust and strict confidence for the sole benefit of the Disclosing Party and will take all reasonable measures to protect the Confidential Information and avoid the unauthorised use, disclosure, publication or dissemination of the Disclosing Party’s Confidential Information (such measure in any event to be no less than the degree of care that it uses to protect its own confidential and proprietary information of a similar nature and importance).
5. The Receiving Party may disclose the Confidential Information, or any portion thereof, to the Receiving Party’s directors, officers, employees only on a strictly need to know basis, if such disclosure is required for the purpose of evaluating the Purpose, and provided that they agree to treat the Confidential Information in accordance with the terms of this Agreement. Prior to disclosing the Confidential Information, the Receiving Party shall require such personal who needs to know the Confidential Information, to sign definitive non-disclosure agreement with similar or more stringent terms and conditions. Disclosing Party shall have the right to monitor on a continuous basis the use of its Confidential Information by the Receiving Party and its employees/consultants/agents, as the case may be. By giving twenty (24) hour’s notice, the Disclosing Party shall be eligible to conduct the necessary security audit to satisfy itself the protection of its Confidential Information on the hands of the Receiving Party.
6. The Receiving Party agrees that it will not use any Confidential Information furnished to it by the Disclosing Party for any other purpose other than to evaluate and/or facilitate the Purpose. Receiving Party confirms that Receiving Party and its employees/consultants are aware of the information security policy and procedures of Disclosing Party and any changes made from time to time and undertakes to keep itself aware of the requirements of such policy and procedures and shall comply with the same.
7. Receiving Party is fully aware regarding Disclosing Party’s conformity with the law, on the privacy subject. Receiving Party shall always abide by all the requirements and provisions of The Information Technology Act, 2000 as amended and updated till date, with the related rules and regulations. In case of any non-compliance, Receiving Party shall be liable for civil or criminal consequences thereof. Receiving Party shall also abide by all the instructions issued by Disclosing Party from time to time, and in case any violation Receiving Party shall promptly communicate in writing, through the proper channel, to Disclosing Party.
8. All Confidential Information furnished to the Receiving Party shall remain the property of the Disclosing Party and nothing contained herein shall be construed as granting the Receiving Party any rights with respect to the Confidential Information disclosed, other than as outlined in this Agreement.
9. Notwithstanding the provisions of clause 3, the Receiving Party may make disclosure of the Disclosing Party’s Confidential Information as is required by law, by the order of a court, or by any governmental or other regulatory authority, but then only to the extent so required, and provided that:
   1. The Receiving Party will promptly notify the Disclosing Party of the existence, terms and circumstances surrounding the request (unless in doing so the Receiving Party would breach the terms of the subpoena, court order, or a statutory or regulatory obligation upon the Receiving Party); and
   2. The Receiving Party exercises reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed.
10. Receiving Party will immediately notify to the Disclosing Party upon discovery of any loss or unauthorised disclosure of the Confidential Information of the Disclosing Party and shall immediately take adequate measure to protect such disclosure.
11. Immediately upon the written request of the Disclosing Party and in a form acceptable to Disclosing Party, the Receiving Party will return all materials, documents, software, programme, software code/ code, application and papers containing Confidential Information supplied to it by the Disclosing Party, together with any copies made of such materials, documents or papers and any other documents which are based upon, contain or otherwise reflect the Confidential Information, or confirm that such Confidential Information has been destroyed.
12. This Agreement is intended only to facilitate the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership or other business organisation or agency arrangement and Consultant shall not assign its interest under this Agreement without the prior written consent of Company.
13. No License. Nothing in this Agreement is intended to grant any rights to Receiving Party, Consultant under any patent, mask work right, trade mark, copyright or other intellectual property of the disclosing Party, nor shall this Agreement grant Receiving Party, Consultant any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein. Where one Party develops intellectual property by using the Confidential Information of the disclosing Party, any such intellectual property shall be owned by the disclosing Party.
14. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by authorised person of each Party.
15. If the Consultant at any point in time due to any circumstances assigns work to another person then such another person shall also be bound by the terms of this Agreement as if such party were an original party hereto.
16. No exercise or failure to exercise, or delay in exercising any right, power or remedy vested in Company under or pursuant hereto shall constitute a waiver by Company of that or any other right, power or remedy.
17. If it is found in a court of competent jurisdiction that any term or provision hereof is invalid or unenforceable, the Parties agree that the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.
18. Consultant shall not publicise the fact of this Agreement or the subject matter thereof without the prior written consent of Company.
19. The term of this Agreement will be of 2 (two) year from the Effective Date. All the provisions of this Agreement shall survive termination or expiry of this Agreement.
20. Consultant agrees that, Disclosing Party doesn’t make any representation or warranty, expressed or implied with respect to the accuracy or completeness of any Confidential Information provided herein under. Parties shall not be liable and responsible for any direct or indirect damages arising out of Disclosing Party’s breach of any terms and conditions hereof.
21. In case of any unauthorized disclosure or breach of the Confidential Information or any of the clauses of this Agreement by the Receiving Party or its employees/consultants, the same shall be notified immediately but not later than 2 working days from the happening of the event by the Receiving Party to the Disclosing Party. In case Disclosing Party becomes aware of any unauthorized disclosure or breach of the Confidential Information or any of the clauses of this Agreement by the Receiving Party or its employees/consultants, the Disclosing Party shall intimate the same to the Receiving Party immediately and demand an explanation from the Receiving Party for the same and shall be entitled to recover any damages and to take any legal action as mentioned herein. Consultant agrees that if any term of this Confidentiality Agreement is breached, or threatened to be breached, then Consultant shall immediately ask, such party to whom Confidential Information is disclosed to remedy the defect by destroying, erasing, deleting the date and Consultant further agrees that a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or monetary damages or any combination thereof shall be available to Company.
22. Consultant agrees and undertakes that with effective from Effective Date, they will not solicit directly or indirectly any business or offer any product, services or take up any assignment with Company’s clients or affiliates. Consultant shall further agree and undertake not to solicit or hire any employee of Company for a period of Twenty Four (24) months from the date of termination or expiry of services agreement or this Agreement (whichever is later).
23. This Agreement shall be governed by and construed in accordance with the laws of India, and both Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Mumbai.
24. This Agreement may be executed in any number of counterparts, each of such executed copy shall constitute to be an original.
25. The Parties acknowledge and agree to be bound by the contents of this Agreement, by executing this Confidentiality Agreement under the hands of their duly authorised officers.

**IN WITNESS** this Agreement has been executed and delivered by the parties in accordance with the laws of the territory in which it is incorporated on the date first above written.

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| **For Insys Business Services Private Limited**  **Authorized Signatory Name**  **Designation - Director**  **Date – 01/04/2023** | **For**  **Authorized Signatory Name**  **Designation – Consultant**  **Date – 01/04/2023** |