

[Stamp as Agreement]

**NON- DISCLOSURE AGREEMENT (NDA)**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into between:

**RBL Bank Limited**, a company incorporated under Companies Act, 1913, having its registered office at Shahupuri, Kolhapur- 416 001 and corporate office at 6th Floor, Tower 2B, One Indiabulls Centre, S.B. Marg, Lower Parel, Mumbai- 400 013.  
 (“the Bank”).

And

\_\_\_\_\_ ,  
operating in these presents through its office at the address as follows:

\_\_\_\_\_  
 (“the Counterparty”),

The Bank and the Counterparty is hereinafter each individually referred to as “Party” and both together as “Parties”.

**1. Purpose**

The Parties intend to enter into discussions and exchange information in relation to a potential business opportunity with respect to \_\_\_\_\_  
 (“Purpose”).

**2. Disclosure of Confidential Information**

Either Party (“Disclosing Party”) may disclose or may have already disclosed to the other Party prior to the date of this agreement to the other Party (“Receiving Party”), in relation to the Purpose, either orally or in any recorded medium, information comprising or relating to its/ or its affiliates, parent, sister concerns, group companies; techniques; schematics; designs; contracts; financial information; sales and marketing plans; market intelligence; sales statistics; business plans; clients; client data; third party information; business affairs; operations; strategies; inventions; methodologies; technologies; software licenses; any data generated/ obtained by installation of any software; know-how; trade secrets; employees; subcontractors; pricing; service proposals; methods of operations; procedures; templates; style guides; engagement models; products and/ or services (“Confidential Information”).

Confidential Information shall for this purpose include, without limitation:

- (i) all non-public information furnished, disclosed or transmitted regardless of form; and
- (ii) all information gathered by the Receiving Party by observation during its interaction (in person or otherwise) with the Disclosing Party.

### **3. Confidentiality**

Receiving Party will use the Confidential Information solely for of the Purpose for which it is disclosed.

Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the interests of the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any third party.

Receiving Party shall ensure that access to Confidential Information is granted on need to know basis only to those of its employees or agents (“Representatives”) and who have a demonstrated the need to know such information in order to carry out the Purpose of this Agreement.

Prior to disclosing any Confidential Information to such Representatives, Receiving Party shall inform the Representatives the confidential nature of such information and their obligation to refrain from disclosure of the Confidential Information.

Receiving Party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, and in no event less than the measures it uses for its own information of similar type.

Receiving Party and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the Purpose, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the Purpose.

Receiving Party and its Representatives will immediately notify Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement.

Receiving Party and its Representatives will use its best efforts to assist Disclosing Party in remedying any such unauthorized use or disclosure of the Confidential Information.

The obligations contained in this Section 3 will not apply to the extent that Receiving Party can demonstrate that the Confidential Information: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or (d) is required to be disclosed to statutory authorities under applicable laws and regulations.

### **4. Ownership of Materials/ No Warranty**

Disclosing Party retains all rights, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the disclosure of Confidential Information.

## **5. Term/Termination**

This Agreement:

- (i) shall expire 1 (one) year from the date hereof (“Term”); and
- (ii) may be terminated, prior to the completion of the Term, by either Party upon prior written notice of 30 (thirty) days to the other Party

Notwithstanding the above, the Receiving Party’s obligations with respect to confidentiality shall indefinitely survive the expiry or termination of the Agreement.

## **6. Return or Destruction of Confidential Information**

Upon written request of Disclosing Party, Receiving Party and its Representatives shall promptly (and no later than 10 (ten) days from the termination or expiry of this Agreement) return to the Disclosing Party or destroy, all copies of Confidential Information in its possession including, without limitation, all copies of any analyses, compilations, studies or other documents prepared by

Receiving Party or its Representatives containing or reflecting any Confidential Information. Receiving party shall, on being required by the Disclosing party, certify in writing that it and its Representatives have returned or destroyed all such information to Disclosing Party.

## **7. General**

- a) This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflicts of law provisions.
- b) Receiving Party agrees that the breach of the provisions of this Agreement by Receiving Party will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, notwithstanding anything to the contrary contained herein, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity. The Parties and their Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.
- c) Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties successors and permitted assigns.
- d) This Agreement may be amended or supplemented only in writing that is signed by duly authorized representatives of both parties.
- e) No term or provision hereof will be considered waived by either Party, and no breach excused by it, unless such waiver or consent is in writing. No consent to, or waiver of, a breach by a

Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

- f) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- g) This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.
- h) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterparts.
- i) The Receiving Party shall promptly notify the Disclosing Party of any request or demand by any third party for information regarding the Confidential Information.
- j) This Agreement is not intended to be, and will not be construed as, a joint venture, partnership or other formal business organization. Neither party shall have the right or obligation to make any commitments or incur any obligations on behalf of the other party.
- k) Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussion contemplated by the Purpose described in this Agreement.
- l) In the event, the Parties enter into any definitive written contract with each other, in relation with the Purpose, the confidentiality obligations set out in such definitive contract will be read together with the confidentiality obligations set out herein. In case there is a conflict, the provisions set out in such definitive contract shall prevail.

In witness of the Parties have set hereunto their respective hands at the place and date stated first above.

For **RBL Bank Limited** (“the Bank”)

Name:

**Designation:**

For \_\_\_\_\_ (“the Counterparty”)

Name:

**Designation**