Non-Disclosure & Confidentiality Terms

1. DEFINITIONS
1.1 In this Agreement the following words and expressions have the following meanings:
  1.1.1. "Specified Purpose" means the purpose set out in the attached signature sheet;
  1.1.2. "Confidential Information" means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the Disclosing Party and/or to their customers, suppliers, clients or Group Companies in or on any medium or format;
  1.1.3. "Group Company" means:
    1.1.3.1. In the case of the Company any company in which the Company shall have direct or indirect ownership of greater than 50% of the voting equities or equivalent of the relevant company, such companies to be classed as Group Companies only for so long as the Company retains such ownership;
    1.1.3.2. In the case of Experian any company controlling, controlled by or in common control with Experian from time to time and "Control" shall mean direct or indirect ownership of 50% or more of the voting equities or equivalent of the relevant company;
  1.1.4. "Disclosing Party" means the party disclosing Confidential Information to the other party;
  1.1.5. "Receiving Party" means the party receiving Confidential Information from the other party.
2. INTERPRETATION
2.1 In this Agreement:
  2.1.1. References to clauses are to the Clauses of this Agreement;
  2.1.2. The headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
  2.1.3. Words beginning with capital letters are intended to have the meaning given to them in clause 1;
  2.1.4. Where any matter is to be agreed, such agreement must be recorded in writing.
3. **AGREEMENT AS TO DEALINGS IN OTHER'S** CONFIDENTIAL INFORMATION
3.1 In consideration of the disclosure of the Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party undertakes to the other as follows:
  3.1.1. To keep strictly confidential the Confidential Information of the Disclosing Party
  3.1.2. Not to disclose the Confidential Information to any third party without the Disclosing Party's prior written consent
  3.1.3. Only to use the Confidential Information for the Specified Purpose and no other purposes
  3.1.4. Take all reasonable steps to prevent unauthorised access to the Confidential Information.

3.2 The Receiving Party may disclose the Confidential Information of the Disclosing Party to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 3.3 are met):
  3.2.1. Employees and officers of the recipient who necessarily require it as a consequence of the performance of the Receiving Party's obligations under this Agreement or otherwise for the Specified Purpose;
  3.2.2. The Receiving Party's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the Receiving Party in relation to the Specified Purpose;
  3.2.3. In the case of Experian being the Receiving Party, agents and sub-contractors of Experian who necessarily require it because of the performance of Experian's obligations under this Agreement, and Experian Group Companies.
3.3 As a condition of the rights set out in Clause 3.2 the Receiving Party must
  3.3.1. Ensure that any party to whom it discloses Confidential Information of the Disclosing Party is under an obligation of confidentiality in relation to such Confidential Information; and
  3.3.2. Procure that such persons observe the restrictions in this Clause 3.
3.4 The restrictions in Clause 3.1 do not apply to any information to the extent that it:
  3.4.1. Is or comes within the public domain other than through a breach of Clause 3.1; or
  3.4.2. Is in the Receiving Party's possession (with full right to disclose) before receiving it from the Disclosing Party; or
  3.4.3. Is lawfully received from a third party (with full right to disclose); or
  3.4.4. Is independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party
4. ACKNOWLEDGEMENTS
4.1 The Receiving Party acknowledges that it shall not acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information of the Disclosing Party other than as set out in this Agreement
5. KNOWLEDGE OF UNAUTHORISED USE
5.1 If the Receiving Party becomes aware of any unauthorised copying, disclosure or use of any Confidential Information of the Disclosing Party, the Receiving Party shall notify the Disclosing Party forthwith and, if requested, by the Disclosing Party shall take such steps as shall be necessary to prevent further unauthorised copying, disclosure or use.
6. RETURN OF CONFIDENTIAL INFORMATION
6.1 The Receiving Party shall return to the Disclosing Party all materials containing the Disclosing Party's Confidential Information (without retaining copies) immediately upon:
  6.1.1. The completion of the Specified Purpose or the negotiations or discussions between the parties ending without any further contractual obligation as to confidentiality arising between the parties

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6.1.2. Upon termination of any further contractual obligation arising between the parties as a result of the Specified Purpose or other negotiations or discussions

6.1.3. Demand by the Disclosing Party

7. SURVIVAL OF AGREEMENT

7.1 The Receiving Party acknowledges and agrees that the undertakings given about the Disclosing Party's Confidential Information shall survive the termination of this or any other Agreement between the parties and shall continue in force until such Confidential Information becomes public knowledge other than by breach of this Agreement.

7.2 Each party acknowledges that information will not be deemed public knowledge solely by virtue of the fact that it is embraced by more general information that may have become public knowledge.

8. EQUITABLE RELIEF

8.1 The Receiving Party acknowledges that the value of the Disclosing Party's Confidential Information is such that an award of damages or an account of profits may not adequately compensate the Disclosing Party in the event of a breach or threatened breach of this Agreement by the Receiving Party. Accordingly:

8.1.1. The Disclosing Party may seek and obtain an interim or final injunction (with or without giving notice to the Receiving Party) to prohibit or restrain the other or its employees or agents from any breach or threatened breach of this Agreement

8.1.2. The Receiving Party agrees that this Agreement does not in any way compromise the Disclosing Party's right to seek damages or any other form of relief

9. WAIVER

9.1 If the Receiving Party fails to exercise a right or remedy that it has or which arises in relation to an incident in connection with this Agreement either immediately or at all, such failure shall not prevent the Receiving Party from exercising that right or remedy subsequently in respect of that or any other incident.

9.2 A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by an authorised signatory of the party who is waiving the breach or provision. Any waiver of a breach of the term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.

10. LAW AND JURISDICTION

10.1. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of India.

10.2. Tthe parties agree that the Indian courts in Mumbai shall exclusively deal with any disputes arising out of, under or in connection with this Agreement.

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