MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

***Supplier:***

The parties to this Mutual Confidentiality and Nondisclosure Agreement (“Agreement”) are the Supplier identified above (“Supplier”) and Principal Global Services Private Limited , and its affiliates (collectively, “The Principal”).

1. **Confidentiality.**
   1. For purposes of this Agreement, a party’s “Confidential Information” consists of: (i) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to such party’s business (or to the business of such party’s licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the party to which it pertains (even if not so marked or identified); and (ii) all information that such party is obligated by law or contract to treat as confidential for the benefit of third parties, which in The Principal’s case includes but is not limited to personal, financial, and/or health information about individuals who have applied for or purchased insurance or financial products or services from The Principal.
   2. Each party acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with the other party, it may receive Confidential Information from the other party or may otherwise have access to or learn of the other party’s Confidential Information. Each party agrees that, absent the other party’s prior written consent to a specific disclosure or use, it will not disclose to any third party, either orally or in writing, any Confidential Information of the other party and will not appropriate any of the other party’s Confidential Information to its own use or to the use of any third party. Notwithstanding the foregoing sentence, Confidential Information may be disclosed to individuals performing services for the receiving party, including auditors, temporary personnel, contracted personnel, and consultants, provided that such individuals are subject to confidentiality obligations. Confidential Information that is provided by one party to the other will be used by the recipient only for the purpose for which it was provided, and access to that information will be restricted to individuals who require the information (or access to the information) to further that purpose. In addition, each party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of nonpublic personal information relating to the other party's customers; (ii) protect against unauthorized access to and use of nonpublic personal information relating to the other party's customers; and (iii) protect against anticipated threats or hazards to the security or integrity of nonpublic personal information relating to the other party's customers. To the extent that the receiving party is permitted to retransmit any Confidential Information it receives from the disclosing party, the mode of retransmission must be at least as secure as the mode by which the disclosing party transmitted the Confidential Information to the receiving party.
   3. Whether or not affiliates are included in the term “The Principal” for purposes of this Agreement in general, they will be treated as being so included for purposes of the confidentiality provisions of this Agreement. Accordingly, the Confidential Information of The Principal’s affiliates will be considered part of The Principal’s Confidential Information, and such affiliates will be obligated to protect Supplier’s Confidential Information in the same manner and to the same extent as The Principal is obligated by this Agreement to protect it.
2. **Notification obligation.** Each party will, upon learning of any unauthorized disclosure or use of the other party's Confidential Information, notify such other party promptly and cooperate fully with such party to protect its Confidential Information.
3. **Disclosure required by law.** If either party believes it is required by law or by a subpoena or court order to disclose any of the other party’s Confidential Information, then prior to any disclosure it will promptly notify the other party in writing, attaching a copy of the subpoena, court order or other demand, and will make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief.
4. **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without the participation of individuals who have had access to the other party's Confidential Information. The parties acknowledge that certain laws governing information about individuals are more restrictive than the foregoing statements, and they agree to comply in all respects with such laws.
5. **Duration of obligations.** The obligations imposed by this Agreement with respect to Confidential Information will survive termination of this Agreement and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled “Non-restricted information”. However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.
6. **Retention of records.** Each party agrees that upon request of the party providing items covered by the confidentiality provisions of this Agreement (“Provider”), the recipient of such items (“Recipient”) will return or destroy all tangible items and destroy all electronic items, as specified by the Provider, which contain any of the Provider’s Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned or destroyed, except for a limited number of electronic backup copies of such information as are automatically created and retained by the Recipient’s standard backup processes and systems for purposes of disaster recovery. Disposal of either party’s customer information will comply with all laws applicable to the destruction of nonpublic personal information.
7. **Additional limitation.** If Supplier is directed in writing by The Principal to discuss a request for proposals (“RFP”) and the business dealings associated with that RFP only with specifically named employee(s) of The Principal, then Supplier agrees not to disclose any information relating to that RFP to any other employee of The Principal.
8. **Independent contractor.** It is agreed and understood that Supplier’s relationship to The Principal is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee or joint venturer of the other party. Supplier and its employees, agents and contractors will not represent or imply that they are employees, agents, partners or joint venturers of The Principal. Principal will not be responsible for any fees, penalties, fines, etc. Supplier may incur as the result of Supplier utilizing a particular employee, contractor or agent as contemplated in this paragraph.
9. **Code of Conduct.**  Supplier agrees to adhere to and to be bound by the terms of The Principal Financial Group’s Supplier Code of Conduct (“Supplier Code of Conduct”), which can be found at: <http://www.principal.com/partners/suppliers/index.htm>. Any non-compliance with the Supplier Code of Conduct by Supplier or any of its personnel will be considered a material breach of the Agreement. The Supplier Code of Conduct may be updated and revised from time to time by The Principal without notice. Please refer to the above-referenced website for updates.
10. **Personnel background warranty.** With respect to each individual assigned by Supplier to perform services for Principal, Supplier warrants that it has taken and will continue to take all commercially reasonable steps: (a) to ensure that any individual has not been convicted of any felony or aggravated misdemeanor in any jurisdiction; and (b) to verify that such individual, if performing services in the India, is eligible to work in the India in accordance with all applicable laws. Supplier further warrants that it has taken and will continue to take action consistent with applicable law to ensure that any person or entity to which Supplier subcontracts or assigns work under this Agreement, and any individual or entity which owns intellectual property used in Supplier’s services, is not identified on the Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List or other similar list maintained by OFAC, or is otherwise a Person with whom a citizen or entity of the United States is prohibited from engaging in this or any transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order. Principal will have the right to audit Supplier’s records for compliance with this paragraph or, at Principal’s option, to require Supplier to provide evidence satisfactory to Principal of Supplier’s compliance with this paragraph.
11. **OFAC Warranty.** Supplier represents and warrants (a) that Supplier has complied, and will continue to comply with, all requirements of law applicable to Supplier relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; and (b) that Supplier and to Supplier’s knowledge, each person(s) or entity (collectively “Person(s)) owning or having a direct or indirect interest in Supplier is not and will not be (i) identified on the Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List or similar list maintained by the United States Treasury Department's Office of Foreign Assets Control (“OFAC”) or (ii) a Person with whom a citizen or entity of the United States is prohibited from engaging in this or any transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order. Notwithstanding anything contained herein to the contrary, should this paragraph or the paragraph titled “Personnel Background Warranty” be breached, Principal may take any action deemed reasonable by Principal to comply with the law applicable to the sanction program under which said designation or restriction is imposed.

This section shall not apply to any Person to the extent that an owner’s interest in Supplier is through a U.S. Publicly-Traded Entity (defined below) and such Person’s interest comprises less than 20% of the interest in such U.S. Publicly-Traded Entity. As used in this Agreement, “U.S. Publicly-Traded Entity” means a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

1. **Anti-corruption**. No offer, payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly, indirectly or on The Principal’s behalf, as an inducement or reward for entering this contract, or in connection with the provision of any goods or services under this contract.  Any such practice will be grounds for terminating this contract and for such other additional actions, civil or criminal, as may be applicable.
2. **Non-waiver.**  No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.
3. **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
4. **Headings.**  The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
5. **No assignment.** Rights and obligations under this Agreement are personal, and may not be assigned or delegated by either party.
6. **Governing law.** This Agreement will be governed by the laws of India , without reference to conflict of law principles.
7. **Compliance with law.** Supplier and its personnel will comply with all applicable laws of India, ordinances, rules and regulations, including those of countries other than the India .
8. **Consents, permissions and approvals.** If a provision of this Agreement requires one party to obtain the other party’s written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given in an email message sent by, or on a paper document manually signed in ink by, an authorized representative of the party giving such consent, permission or approval (or similar indication of agreement). Notwithstanding the foregoing: (a) if the party’s authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manually-signed paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.
9. **Verification of compliance.** Principal will have the right to verify Supplier’s compliance with Supplier’s obligations under this Agreement. Such verification may include inspection of the premises where the Services are performed, inspection of paper or electronic records, or other verification measures, as applicable to the particular Services. Supplier will cooperate with Principal in connection with any such inspection or other verification measure.
10. **Counterparts; Electronic Signature**. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. For the avoidance of doubt, each party acknowledges and agrees that electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
11. **Notices.** If a provision of this Agreement specifies that a “notice” to the other party must be “written” or “in writing”, or that a party is to “notify” or give “notification” to the other party in writing, then the written notice, to be valid, must comply with the following requirements unless (and to the extent) the provision of this Agreement in which the written notice is referenced expressly allows deviation from these requirements. The requirements are as follows: (a) the notice must be written on a paper document that is addressed to the party’s designated notice recipient and is either faxed to the notice recipient’s fax number shown below or delivered to the notice recipient’s address or email address (“email”) shown below; (b) except in the case of a faxed or electronically delivered notice, delivery of the notice must either be in person (with a signature from the notice recipient acknowledging the date of receipt), or through the use of an independent courier that provides or maintains a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested; or (c) the notice can be electronically delivered to the email shown below. Written notices that meet these requirements will be deemed to have been “given”: (i) in the case of a faxed notice, when the transmitting party obtains machine confirmation that all pages of the faxed notice have been successfully transmitted to the correct fax number; (ii) in the case of a notice sent by courier or certified/registered mail, when the notice is actually delivered to the notice recipient’s address; and (iii) in the case of electronic delivery, the notice must be sent through an electronic signature application providing a sufficient audit trail to document that notice was received. The parties’ designated notice recipients, along with their respective addresses, emails and fax numbers, are set forth below. Either party may change its designated notice recipient, fax number, email or address of the notice recipient, by giving written notice to the other in compliance with the provisions of this paragraph.

*Notices to The Principal: Notices to Supplier:*

Supplier Information Management

Principal Global Services Private Limited

Tower 16, Cybercity, Magarpatta city, Pune 411 013, India

*Email:*

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

**PRINCIPAL Global Services Private Limited SUPPLIER**

*By:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *By:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed name*:       *Printed name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Title:*       *Title:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

For informational purposes only, and not for the purpose of giving contract notices, Supplier’s Telephone Number (including area code) is: (     )