



## CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This Confidentiality and Non Disclosure Agreement ( "**Agreement**") is made and entered into on \_\_\_\_\_ ("**Effective Date**") , by and between \_\_\_\_\_, an individual (the "**Associate/Advisor**") or ("**Second Party**") whose email address is \_\_\_\_\_ and whose address is \_\_\_\_\_ and **Credain Networks Private Limited**, a company incorporated under the laws of India (the "**Company**").

The First Party and the Second Part hereinafter collectively referred to as "**Parties**" and as a "**Party**" in the singular, as the context may so require.

### WHEREAS

- A. The Company is engaged in the business of financial services including but not limited to providing Netting payment settlement services to corporate clients both nationally and internationally.
- B. The Second Party acknowledges that pursuant to the work entrusted to the Second Party and in the course of providing services to the Company and its clients, the Second Party has access and is privy to and will have access and be privy to Confidential Information; and
- C. The Second Party agrees and acknowledges that the Confidential Information is valuable and proprietary assets of the Company and/or the Company's clients, and that it is imperative that the Confidential Information be kept strictly confidential and be preserved and be used strictly for the benefit of the Company and/or the Company's clients and accordingly parties hereto have reached certain understanding as set forth hereinafter.

NOW , THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS :

### 1. DEFINITION

" **Confidential Information**" as used in this Agreement shall mean any and all information , date and particulars ;

- (a) relating to the Company and its clients and includes but is not limited to, any Company intellectual property, information, or trade secrets (whether or not specifically labeled or identified as confidential), whether provided orally, in writing, or by any other media, that was or will be disclosed to, developed, or learned by the Associate, and that relates to the business, products, services, research, or development of or by the Company or its suppliers, distributors, investors, partners, and other business associates, and that has not become publicly known.



Confidential Information includes:

- (i) internal business information (including information relating to strategy, staffing, business, financial data, training, marketing, promotional and sales plans and practices, costs, bidding activities and strategies, rate and pricing structures, and accounting and business methods);
  - (ii) identities of, negotiations with, individual requirements of, specific contractual arrangements with, and information about the Company's suppliers, distributors, customers, investors, partners, and other business associates, their contact information, and their confidential information;
  - (iii) design specifications, design processes, technical drawings, prototypes, testing procedures and technical data, specific program information, trade or industrial practices, engineering practices and methods, techniques, computer programs, formulae, systems, research, records, reports, manuals, documentation, customer and supply lists, data and databases relating to those, and technology and methodology regarding specific projects; and
  - (iv) inventions, whether or not patentable, original works of authorship, trade secrets, know how, other intangible property protectable under federal, state, or foreign law that is not generally available to the public or published by the Company, other information concerning the Company's or its customers' actual or anticipated products or services, business, research, or development, or any information that is received in confidence by or for the Company from any other person, and any other information that was or will be developed, created, or discovered by or on behalf of the Company, or that became or will become known by, or was or is conveyed to the Company, that has commercial value in the Company's business ("Intellectual Property"); and
- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the "Derivative Materials").

But Shall not include information that :

- (a) is known to the Second Party prior to her or his association with the Company ;
- (b) has passed into public domain prior to or after its development by or for the Company or the Company's clients other than through acts or omissions attributable to the Second Party





- (c) is subsequently obtained by the Second Party from a third party not under an obligation of confidentiality from the Disclosing Party.

## 2. UNDERSTANDING

The Second Party acknowledges and agrees that the Company has Confidential Information.

## 3. NON DISCLOSURE AND NON USE OBLIGATIONS

### 3.1 The Second Party agrees and undertakes

- (a) that the Second Party shall not, without the prior written permission of the Company, directly or indirectly disclose or permit to be disclosed any Confidential Information to any third party;
- (b) that the Second Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- (a) that the Second Party shall promptly inform the Company of any accidental disclosure of Confidential Information and shall take all steps, together with the Company, to retrieve and protect the Confidential Information;
- (b) that the Second Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorized manner;
- (c) that the Second Party shall ensure that her or his subordinates comply with the all of the above confidentiality obligations ;
- (d) that the Second Party shall return promptly any or all Confidential Information in hard or electronic form, together with any copies or extracts therefrom, if requested by the Company at any time or after the termination of her or his engagement with the Company; and
- (e) that the Second Party shall irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory under the possession, access or control of the Second Party.

- 1.2 The Second Party shall not, except as and to the extent required and consented by the other Party to make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Second Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information



#### 4. INJUNCTIVE RELIEF

4.1 The Parties acknowledge that because of the unique nature of the Confidential Information, in the event the Second Party breaches any of the obligations under this Agreement, the Company will suffer irreparable harm and that the monetary damages will be inadequate to compensate the Company for such breach. The Company shall, in addition to monetary damages and any other remedies available to it at law or in equity, be entitled to extraordinary relief in court. This includes , but not limited to , temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting bond or other security and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

#### 5. KNOWLEDGE OF UNAUTHORIZED USE

If the Second Party becomes aware of any unauthorized copying, disclosure, or use of any of the Confidential Information, the Second Party shall notify the Company immediately and , if requested by the Company, shall take such steps as the Company may reasonably require to prevent further unauthorized copying, disclosure or use.

#### 6. DURATION AND TERMINATION

- 6.1 The obligation under this Agreement shall subsist throughout the term of this Agreement and shall continue for a period of **one (1) year** from the expiration or earlier termination of this Agreement.
- 6.2 This Agreement shall be terminated only by mutual agreement of the Parties. Termination of this Agreement will not prejudice any rights of Parties or terminate any obligations of confidentiality in respect of the Confidential Information existing prior to termination. Provided,further that the obligations of the Second Party under this Agreement shall always remain in effect for a period of three (3) years from the termination of this Agreement.

#### 7. AMENDMENTS

No amendment to this agreement will be effective unless it is in writing and signed by both Parties or their authorized representative.

#### 8. ASSIGNMENT AND DELEGATION

- (a) **No Assignment.** The Second Party may not assign any of her or his rights and obligations under this Agreement, except with the prior written consent of the Company, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** The Second Party may not delegate any performance under this agreement, except with the prior written consent of the Company, which consent may not be unreasonably withheld.





## 9. COUNTERPARTS AND ELECTRONIC SIGNATURES

**(a) Counterparts.** The Parties may execute this Agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

**(b) Electronic Signatures.** This Agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

## 10. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

## 11. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

## 12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 This Agreement shall be governed and interpreted according to the laws of India.

12.2 The Parties shall seek to resolve any dispute, controversy, claim or breach arising out of or in relation to this Agreement including any questions, issues or disputes concerning its existence, validity or termination, by amicable arrangement and in the spirit of compromise, and only if the Parties fail to resolve the same by amicable arrangement and compromise within a period of fifteen (15) days of receipt of written notice of the same by the other Party, either Party may resort to arbitration as provided herein.

12.3 Any disputes arising in connection with this Agreement shall be referred to arbitration of a sole arbitrator to be appointed by the Parties. The place of arbitration shall be Bangalore, Karnataka, India. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 2013 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

12.4 This Agreement shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the courts at Mumbai, Maharashtra, India.





### 13. INDEPENDENT PARTIES

Nothing contained or implied in this Agreement shall be construed as a joint venture or partnership between the Parties or make one Party the agent or legal representative of the other party for any purpose.

### 14. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and Agreements, whether oral or written, between them relating to the subject matter hereof.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day first herein above written.

**For and on behalf of Credain Networks Private Limited.**

By: Pooja Porwal Date: \_\_\_\_\_

**Name: Pooja Porwal**

**Designation: COO**

**For and on behalf of Advisors/Associates:**

By: Yakshesh Date: \_\_\_\_\_

**Name:**

**Designation:**

