

( to be stamped/franked with Rs.100 stamp duty)

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into and is effective as of \_\_\_\_\_ ("**Execution Date**") at \_\_\_\_\_ (insert place of execution)

### BY AND AMONGST

\_\_\_\_\_ (Name of the bank/financial institution/NBFCs/ MFI/ Individual or Group of Individuals/societies/trusts/ a banking company incorporated under the Companies Act' 2013, having its registered office at \_\_\_\_\_ (Address) and its corporate office at \_\_\_\_\_ (Address) (hereinafter, referred to as **the 'Recipient'** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

### AND

**Punjab & Maharashtra Co-operative Bank Ltd.**, a Multi-State Co-operative Bank deemed to be constituted under the Multi State Co-operative Societies Act 2002 and having its Registered Office at 240, Shankar Sadan, Sion (East) Mumbai - 400 022 & Central Office at Office No.4 & 5, Dreams Mall, L.B.S.Marg, Bhandup(W), Mumbai-400 078 (hereinafter referred to as "**Provider**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

Each of the Provider and Recipient shall individually be referred to as "**Party**" and collectively as "**Parties**"

WHEREAS the Provider is sharing the information and other details contained in Information Memorandum (IM) in order to enable the Recipient submit the proposal for equity participation/investment for reconstruction of Punjab & Maharashtra Co-operative Bank Ltd.

WHEREAS in order to protect certain Confidential Information (as defined below), Provider agreeing to disclose Confidential Information, Recipient agree(s) and covenants to protect, preserve and not to disclose such Confidential Information of Provider to any third party, on the terms and conditions mentioned hereinafter, save and except disclosure of Confidential Information as envisaged in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the anticipated business transaction between the Parties, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Effective Date of this Non-Disclosure Agreement ("Agreement") is \_\_\_\_\_  
**(Effective Date)**
2. In consideration of the mutual covenants and conditions set forth herein, Provider will disclose Confidential Information to Recipient only for the purpose of and in connection with the Parties' business relationship.
3. The Confidential Information disclosed under this Agreement ("Confidential Information") is described generally as Information Memorandum (IM) prepared on the present status and other information of Punjab & Maharashtra Co-operative Bank Ltd., technical information, financial and other business and proprietary information including, but not limited to : forecasts, customer names, addresses and related data, contracts, practices, services and support procedures, Requests for Proposals, software, reports, strategies, plans, documents, drawings, patent disclosures, samples and materials that may be disclosed between the Parties whether in written, oral, electronic, website-based or other form relating to the business activities or systems of Provider. This Agreement also includes Confidential Information acquired during facilities visits.
4. This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive one year after any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.
5. Recipient agrees not to issue or release any articles, advertising, publicity or other matter or share it with any third party, wholly or partly for any purpose whatsoever, relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of Provider, except as may be required by law and then only after providing Provider with an opportunity to review and comment thereon.
6. Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure. Recipient, upon Provider's written request, will promptly return all Confidential Information received from Provider, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
7. Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
8. Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as

“Confidential” or the equivalent; (b) or it is identified by Provider as confidential before, during or promptly after the presentation or communication.

9. This Agreement imposes no obligation upon Recipient with respect to Confidential Information which
  - a) was known to Recipient before receipt from Provider;
  - b) is or becomes publicly available through no fault of Recipient;
  - c) is rightfully received by Recipient from a third party without a duty of confidentiality;
  - d) is disclosed by Provider to a third party without a duty of confidentiality on the third party;
  - e) is independently developed by Recipient without a breach of this Agreement;
  - f) is disclosed by Recipient with Provider’s prior written approval. If Recipient is required by a government body or court of law to disclose Confidential Information, Recipient agrees to give Provider reasonable advance notice so that Provider may contest the disclosure or seek a protective order.
10. If Recipient believes any Confidential Information provided by Provider to be within the exceptions provided in paragraph 9 above, Recipient will give at least 10 days written notice of intent to disclose such Confidential Information to any third party, together with a description of the Confidential Information to be disclosed.
11. Provider warrants that it has the right to disclose the Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by Provider in relation to or as to the accuracy or completeness of the Confidential Information, all Confidential Information is provided “as is”.
12. This Agreement imposes no obligation on Provider to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
13. Recipient does not acquire any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement
14. Recipient acknowledges that damage for improper disclosure of Confidential Information may be irreparable, therefore, Provider is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
15. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties.
16. This Agreement is made under, and will be construed according to the laws of India.
17. In case of any dispute or difference arising out of or in connection with this Agreement whether during its subsistence or thereafter between the Parties including any dispute or difference relating to the interpretation of the Agreement or

any clause thereof shall be settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modifications thereof and shall be referred to a sole arbitrator, to be appointed mutually by both the Parties. The venue for conducting arbitration proceedings shall be conducted at Mumbai and the language of arbitration shall be in English.

The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorised representatives effective as of the Effective Date.**

For and on behalf of [Name of the bank/financial institution/NBFCs/ MFI/ Individual or Group of Individuals/societies/trusts/ a banking company].

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Name:

Designation:

Date:

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Name:

Designation: Chief Executive Officer, Punjab & Maharashtra Co-operative Bank Ltd.

Date: