

500/- Stamp Paper

NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at Kolkata, this ____th day of _____ 202__

BETWEEN

Srei Equipment Finance Limited, a company incorporated under the Companies Act, 1956, having its registered office at Vishwakarma, 86C Topsia Road, Kolkata, West Bengal, India-700046 (hereinafter referred to as “SEFL” or “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

_____, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 and/or registered as a Non-Banking Financial Company with the Reserve Bank of India, and having its registered office at _____ (hereinafter referred to as “___” or “**Receiving Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**.

SEFL and ___ are hereinafter collectively referred to as “**the Parties**” and individually as “**the Party**”.

WHEREAS:

- (a) The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** “**Confidential Information**” means all information disclosed/ furnished in writing or in recorded medium by either of the Parties to another Party in connection with the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof. For the purposes of this Agreement the term

“Disclosing Party” shall mean the Party to this Agreement disclosing the Confidential Information and the term **“Receiving Party”** shall mean the Party to this Agreement to whom the Confidential Information is disclosed.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, Confidential Information shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, notify as permitted by law, the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure or (f) is approved for release by written authorisation of the Disclosing Party or (g) is not marked as “Confidential”.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has been informed of this Agreement and the consultants understands the responsibilities towards the Confidential Information and agree to abide by the obligations as stated under this Agreement. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue either (a) till the expiration or termination of this Agreement due to cessation of the business relationship with SEFL and or (b) lapse of a period of 12 months, whichever is earlier. Upon expiration or termination as contemplated herein the Receiving Party shall cease any and all disclosures or uses of Confidential information; and the Receiving Party shall, return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof. Upon the request of the Disclosing Party, the Receiving Party shall certify in writing that the receiving Party has complied with the obligations set forth in this Paragraph.

The obligations of the Receiving Party in respect to the disclosure and confidentiality of Confidential Information shall survive the termination/expiry of this Agreement and shall continue to be binding upon Receiving Party.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in any such disclosed Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
7. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the courts in Kolkata shall have exclusive jurisdiction.
9. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of
Srei Equipment Finance Limited

(Name of the Authorized Signatory)
(Authorized Signatory)

For and on behalf of

(Name of the Authorized Signatory)
(Authorized Signatory)