

ANNEXURE 17

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at _____ on this _____ of _____ 2020.

Between _____, a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as “_____” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014, Tamil Nadu, (hereinafter referred to as “**IB**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to either of the Parties 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 by either of the parties to another party in connection with the business transacted / to be transacted between the parties and / or in the course of discussions and negotiations between them in connection with the Purpose. Confidential information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties 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, or
- 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.

2. Use of Confidential Information

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. The --- shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access to and knowledge of the said information solely for the purpose authorized above. The Company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company Party agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this Agreement.
- iii. The ---- shall not make news release, public announcements, give interviews, issue or publish advertisements or 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 party.

3. 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 executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclosed Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

4. Publications :

Neither party shall make news releases, public announcements, give interviews, issue or publish advertisement or publicise 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 Party.

5. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential and all copies, abstracts, samples, note or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

6. 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 the confidential information. No license under any trademark, patent or copyright or application for same which are nor 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 or 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.

7. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

8. 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 injunctive relief hereunder.

9. Entire agreement, amendment, assignment :

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits nor obligations granted hereunder shall be assignable or otherwise transferable.

10. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts / tribunals in Chennai.

11. 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.

12. Indemnity :

The Receiving Party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorised Signatory

Designation :

**NON DISCLOSURE AND NON-SOLICITATION AGREEMENT
FOR EMPLOYEES OF OUTSOURCED CALL CENTRE SERVICES**

As part of the third party services / outsourced services in the Indian Bank Call Centre ,(location)..... , will see processes and certain confidential, proprietary, copyrighted, and / or trade secret information of Indian Bank or others ("Confidential information"). With respect to the Confidential Information, the undersigned agrees as follows:

1. Confidential Information means all information in oral and / or written form, or information that is provided to or observed by the undersigned during the services and the course of discussions between the Parties.
2. The undersigned may use the Confidential information only for the purposes of services in the Delivery Centre and Datacenter
3. The undersigned agrees not to disclose the Confidential Information in any manner to anyone other than persons within the undersigned's organization who have a need to know for the purpose set forth and above and have agreed to abide by the terms hereof. The undersigned will not disclose the Confidential Information to any third party.
4. Any Confidential Information in whatever form is, as between Indian Bank and the undersigned, the property of Indian Bank and shall remain so at all times. The undersigned will protect as confidential any copies of the Confidential Information that Indian Bank may have permitted the undersigned to make.
5. Nothing in this Agreement shall prohibit or limit the undersigned's use of information and the undersigned can demonstrate the information that is (i) previously known to the undersigned (ii) independently developed by undersigned. (iii) acquired by the undersigned from a third party not under similar nondisclosure obligation to Indian Bank, or (iv) which is or becomes part of the public domain through no breach by the undersigned of this Agreement.
6. Under no circumstances , shall the undersigned solicit , offer work to , employ or contract with , directly or indirectly on its own behalf, any of the personnel of the Indian Bank Delivery Centre in Chennai before or during the services in Indian Bank premises , and twelve(12) months thereafter. For purposes of this section , 'Personnel' includes any individual employed by Indian Bank with whom the undersigned comes into contact before or in the course of the services. If the undersigned breaches this section , it shall pay compensation to Indian Bank in the form of liquidated damages equal or greater to one (1) year compensation, whichever is higher either (a) offered to the personnel by the undersigned or (b) paid or offered to the personnel by Indian Bank. No license under any trade secrets , copyrights or other rights of Indian Bank is granted by this agreement or any disclosure of confidential information hereunder .
7. The undersigned acknowledges that any threatened or actual breach of this agreement would cause irreparable injury to Indian Bank , for which monetary damages would be inadequate . Accordingly , the undersigned agrees that Indian Bank shall have the right to seek an immediate injunction restraining any such breach or threatened breach of this agreement in addition to all other remedies provided at law or in equity. The undersigned agrees to be responsible for all costs , including but not limited to attorney fees , incurred by Indian Bank in Any action enforcing the terms of this agreement
8. The undersigned shall promptly advise Indian Bank in writing of any unauthorized use or disclosure of confidential information of which the undersigned becomes aware and shall provide reasonable assistance to Indian Bank to bring about the cessation of such unauthorized use or disclosure.
9. The undersigned may not assign this agreement without the prior written consent of Indian Bank

10. The Agreement shall become effective on date any confidential information is first made available to the undersigned. The undersigned agrees that this obligation under this agreement shall survive return of the confidential information to Indian Bank and shall continue to be binding and applicable without limit in point of time
11. This agreement shall be governed by the laws of India and any dispute relating to it shall be subject to the exclusive jurisdiction of the Chennai Courts.

Agreed and Accepted:

Agreed and Accepted:

Name: _____

Indian Bank:

Signature: _____

Signature: _____

Company: _____

Company: _____

Title: _____

Title: _____

Date: _____

Date: _____