

## NON DISCLOSURE AGREEMENT

This agreement is made on.....

### **BETWEEN**

NAME OF THE ARC, a company incorporated under the Companies Act, 1956 and registered as a Securitisation company and asset reconstruction company pursuant to Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 having its registered office / Head Office at \_\_\_\_\_ through duly authorized .....(hereinafter referred to as .....which expression unless repugnant to the context or meaning there of be deemed to mean and include its successors, Agents and assigns) on the ONE PART;

### **AND**

Canara Bank, a Body Corporate constituted under the Banking Companies [Acquisition and transfer of Undertakings] Act, 1970, having its Head Office at No.112, J.C. Road, Bangalore 560002 & among others having a branch office as **Stressed Assets Management Branch** at Canara Bank Building, 'B' Wing, 8<sup>th</sup> Floor, C-14, G-Block, Bandra kurla Complex, Bandra (E), Mumbai 400 051 and represented by Chief Manager, Sri Manoj Kumar Gupta (hereinafter referred to as "CANARA BANK", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) on the OTHER PART;  
Offerer and Canara Bank are hereinafter collectively referred to as "**the Parties**" and individually as the "**the Party**".

### **WHEREAS:**

Canara Bank proposes to sell a few of its Non-Performing Assets (NPAs) and invited Expression of Interest from Asset Reconstruction Companies who are permitted by RBI to purchase the NPAs.

The Offerer intends to purchase the NPAs from Canara Bank by submitting Expression of Interest (EOI). The Offerer is aware that it is a precondition to execute this Non-Disclosure Agreement (NDA) duly expressing their interest for purchase of such assets for getting the Preliminary Information Memorandum (PIM) and participating in the bid after making due diligence. In the course of the said transaction, it is anticipated that either party may have to disclose or deliver to other party certain of some of its trade secretes or confidential or proprietary or other information.

**NOW, THEREFORE**, in consideration **of the premises** and the mutual promises and agreements contained herein, the Offerer and Canara Bank agree as follows:

1. **"Confidential Information"** means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings.
  - **"Receiving Party"** means party who receives Confidential Information.
  - **"Disclosing Party"** means party who discloses Confidential Information.
2. Notwithstanding any other provisions of this Agreement, each party acknowledges that confidential information shall not include any information which:
  - Is or becomes known to public through know wrong fact; or
  - Is already known to Receiving Party from the third party without breach of this agreement; or
  - Is rightfully received by Receiving Party without breach of this Agreement; or
  - Is independently developed by Receiving Party without breach of this Agreement; or
  - Is required to be disclosed by Receiving Party in compliance of orders of competent Court or any appropriately empowered Government Agency or under any statute.
  - Is explicitly approved/permitted by disclosure by written authority of the Disclosing Party.
3. Receiving Party acknowledges that Confidential Information is valuable, proprietary and confidential. Unless otherwise expressly authorized by Disclosing Party, Receiving Party agrees to retain the Confidential Information in confidence for a period as stipulated in Clause 7 herein, and shall not disclose the Confidential Information to any third party or any employee or agent (except its officers, employees, representatives, advisors or agents who have a need to know with an obligation of confidentiality and shall not use the Confidential Information for any purpose other than for the purposes agree to herein). No license expressed or implied in the Confidential Information is granted to either party other than to use the information in the minor and to the extent authorised by this Agreement.
4. Receiving Party agrees, except to the extent pursuant to, or required by law, regulation, legal process or regulatory authority to disclose any Confidential Information (prior intimation in writing be provided to Disclosing Party to enable it to take recourse of legal remedies viz. injunctions, stay etc.). Receiving Party shall not (i) use any portion of the Confidential Information for any purpose not contemplated by this Agreement; or (ii) disclose the Confidential Information or any part of it to any third party.
5. Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copyright, or application for same which are now or thereafter may be

obtained by Disclosing 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 trade mark, trade mark notice, copy right 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 mark, symbol or logo on such Confidential Information.

6. All Confidential Information is provided "**as it is**". In no event shall 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 and completeness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third parties.
7. This Agreement shall be effective from the date hereof and shall terminate upon the completion of any transaction in relation to the underlying transaction or otherwise as determined by the parties; however, the obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain save and except the clause (2) herein.
8. Receiving Party agrees to return to Disclosing Party upon its written request, the Confidential Information, any copies of the Confidential Information (whether authorised or not) and any documents or items containing portions of the Confidential Information.
9. Receiving Party shall defend, indemnify and hold harmless the Disclosing Party, its affiliates, subsidiaries, successors, assigns, officers, directors, employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by Receiving Party and/or breach of any provisions of this Agreement, but not limited to any claim from third party pursuant to any act or omission of Receiving Party in the course of discharge of its obligations under this Agreement.
10. Any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ('Dispute'), including claims seeking redress or asserting rights under applicable law, shall, be resolved amicably between the parties and in case the dispute could not be settled by mutual negotiation, then the same shall be referred to a sole arbitrator appointed by Canara Bank and the decision of the Arbitrator shall be final and binding on the parties.
11. This Agreement shall be governed by and construed in accordance with the laws of India, and the competent courts in Bangalore shall have jurisdiction in relation thereto.

12. 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 party.
  
13. 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.
  
14. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.
  
15. No person of Canara Bank or the Offerer and third parties shall violate the Social media Policy of Canara Bank.
  
16. The following acts on the part of personnel of Canara Bank or Offerer and third parties shall be constructed as violation of Social Media Policy:
  - a) Non-adherence to the standards / guidelines in relation to Social Media Policy issued by Canara Bank from time to time.
  - b) Any omission or commission which exposes Canara Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.

IN WITNESS WHERE OF, the parties have executed this agreement by their authorized representatives at the respective places mentioned thereto: -

For and on behalf of the Offerer  
(to be signed with seal)

For and on behalf of the CANARA BANK  
(to be signed with seal)

Designation and Office Address:

Designation and Office Address:

Date:  
Place of Execution

Date:  
Place of Execution