

## **Non Disclosure Terms and Conditions**

You are bound by the below terms and conditions relating to Non-Disclosure whereby **GDP FOUNDATION** is the “**Disclosing Party**” and You are the “**Recipient**”

### **Purpose**

The Disclosing Party herein wishes to share their information, including Confidential Information, with the Recipient, their associates, Consultants and other persons engaged by them to obtain Transaction Advisory Services. In connection with this purpose, it is anticipated that the Disclosing Party may disclose to the Recipient confidential or proprietary information of the Disclosing Party. The Disclosing Party and the Recipient have entered into this Agreement in order to ensure that the each and every information, confidential, proprietary or otherwise shared by the Disclosing Party with the Recipient remains between both the Parties and is not disclosed to any other party, published or otherwise reviewed with any other party except with the specific prior written authorization of the Disclosing Party or as maybe specified herein.

The Parties recognize that careful protection and non-disclosure of the Confidential Information by the Recipient is of vital importance to the business of the Disclosing Party.

**NOW THEREFORE, in consideration of the promises made herein, the Parties agree to disclose and receive certain Confidential Information only under the following terms and conditions:**

### **Section 1. Definition of Confidential Information.**

As used in this Agreement, “Confidential Information” means communication or data about its business or activities (past, present and future) including, but not limited to, reports, contracts, technical data, marketing details, financial information, projections, know how, capabilities, pricing, costs, suppliers, customers etc., in any form, including, but not limited to, oral, written, graphic or electromagnetic forms, which a Party desires to protect against unrestricted disclosure, unauthorized use, or competitive use, and which is designated as such, either orally or in writing by the Disclosing Party, in the manner provided by this Agreement, or to which the other Party has access by reason of the Parties’ relationship hereunder.

### **Section 2. Exceptions to Proprietary Information**

The definition of Proprietary Information set forth in Section 1 above does not include any information, which :

- i. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
- ii. Information a party lawfully receives from a third party without restrictions on disclosure and without breach of a nondisclosure obligation.
- iii. Information that the Recipient knew prior to receiving any Confidential Information from the Disclosing Party.

iv. Information that the Recipient independently develops without reliance on any Confidential Information from Disclosing Party.

v. the Recipient is required to disclose by law, by any court of competent jurisdiction or by a governmental or regulatory authority provided that the Recipient shall give prompt notice in writing to Disclosing Party of such requirement to disclose.

### **Section 3. Usage of Confidential Information :**

a) The Recipient shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent and use reasonable efforts and diligence to safeguard such Proprietary Information and to protect it against disclosure, misuse, espionage, loss and theft. the Recipient shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information that it does not wish to disclose. The Recipient shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information, other than for the Purpose, without the Disclosing Party's prior written consent.

b) the Recipient shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Recipient, including all copies (if any).

c) the Recipient shall divulge the Confidential information only to those of its employees, agents or representatives who need to have access to it for the proper performance of their duties and also only to the extent actually required for the purpose, and shall ensure that each such individual to whom the Confidential Information is disclosed is fully aware of and complies with the restrictions places upon the recipient in this agreement. The recipient shall obtain a written undertaking to this effect in respect of any disclosures to its employees, agents and or representatives.

d) the Recipient shall provide immediate written notice to the Disclosing Party in the event it discovers a loss or unauthorized disclosure of such Proprietary Information.

### **Section 4. Ownership Rights of Confidential Information.**

No license, title or right with respect to any Confidential Information is granted by the Disclosing Party to the Recipient under any patents, patent applications, trademarks, copyrights or trade secrets. the Disclosing Party warrants that it has the right to disclose the Confidential Information disclosed by it hereunder. the Recipient does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.

## **Section 5. Remedies**

The Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Recipient may cause irreparable injury to the Disclosing Party which cannot be compensated by money alone. the Recipient expressly agrees, therefore, that the Disclosing Party, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof.

## **Section 6. Return of Proprietary Information**

The Recipient agrees that at the completion of the purpose contemplated herein, or within Fifteen (15) days of a request by the Disclosing Party, the Recipient shall (i) at the Disclosing Party's direction, promptly return to the Disclosing Party, or destroy as specified by the Disclosing Party, all documents, disks or other material embodying the Proprietary Information then in its possession, or under its control; (ii) certify its return or destruction of the Proprietary Information, as the case may be, upon demand by the Disclosing Party; and (iii) not retain any copies or records of the Proprietary Information except for a file to be retained by the Recipient's legal counsel. The return or authorized destruction of the Proprietary Information pursuant to this Section, or as a result of any termination of this NDA, shall have no effect on the obligations imposed on the parties with respect to the protection and non-disclosure of the Proprietary Information for the full period of time required under Section 7 hereof.

## **Section 7. Survival**

All of the provisions set forth in this NDA are continuing terms and shall survive the return or authorized destruction of the Proprietary Information pursuant to Section 6 hereof, any other termination of this NDA, the termination date of any subsequent agreement relating to the Proprietary Information that the parties may choose to enter into. The obligation to treat Proprietary Information in accordance with this NDA will expire three (3) years from the date of initial disclosure to the Recipient.

## **Section 8. No Assignment**

Neither party may, without the prior written consent of the other party, assign or transfer this NDA or any obligation incurred hereunder, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets. Any attempt to do so in contravention of this Section shall be void and of no force and effect.

## **Section 9. Authority to Sign**

Each party represents, warrants and covenants that it has full and complete authority and authorization to execute and effect this NDA and to take or cause to be taken all acts contemplated by this NDA and that the person signing this NDA on behalf of such party has the full power and authority to bind such party to the terms of this NDA.

**Section 10. Miscellaneous.**

This Agreement constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

To the extent that any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be modified or deleted in such a manner so as to make the Agreement as modified valid, legal and enforceable, and the balance of the Agreement shall not be affected thereby.

Any notice required or permitted hereunder shall be given to the appropriate Party at the address specified beneath such Party's signature below.

This Agreement shall be deemed to be contract made under the **Laws of Goa, India** and shall be governed by the laws thereof without reference to its principles of conflicts of law. Any dispute or/and arbitration arising out of this agreement shall be subject to the exclusive jurisdiction of Indian courts at Panaji, Goa. This Agreement represents the entire agreement between the Parties with respect to the subject matter herein.

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