

# Non-Disclosure Agreement

This Non-Disclosure Agreement (the “NDA”) governs the disclosure of certain information by and between:

**Admighy Foundation**, Registered Under the Section 8 of Companies Act, 2013 and having its registered office at G-502, Merlin Sparsh, Narol-Aslali Highway, Narol, Ahmedabad-382405, India (“DFT”); and

and

\_\_\_\_\_ (company number \_\_\_\_\_) with its registered office at \_\_\_\_\_ (the “Company”).

## It is agreed as follows:

- In this NDA:
  - “**Affiliate(s)**” means any person Controlled by, Controlling or under common Control with a party and “Control” means the power to direct, directly or indirectly, the management of another person or entity (including, in the case of DFT, its partners and their respective Affiliates);
  - “**Confidential Information**” means in relation to a party (including its Affiliates) all information relating to that party (and its Affiliates) including all information concerning the business, products, services, systems, procedures and records (in whatever form, including in electronic format) of that party (and its Affiliates) and its relationships with its customers and suppliers. Such definition includes works in whole or in part, and all copies and derivative works generated from such information;
  - “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as amended from time to time;
  - “**Personal Data**” means any information relating to an identified or identifiable natural person, the data subject; and
  - “**Purpose**” means for the purposes of discussion and evaluation by DFT and/or the Company as to whether to enter into a commercial relationship and for the purpose of any ongoing commercial relationship.
- This NDA commences on the date of last signature and shall remain in force for a period of 5 years from that commencement date.
- Each party agrees to treat all Confidential Information it receives from the other as confidential, to keep it in safe custody and to only use it for the Purpose. This obligation does not apply to: (a) circumstances where the disclosing party has given its prior written consent; (b) disclosures to a party’s employees, directors, agents, subcontractors, auditors or professional advisers (or those of its Affiliates) who reasonably and necessarily require the Confidential Information for the Purpose and who agree to comply with confidentiality provisions equivalent to those contained in this NDA; (c) disclosures required by law, by a court of competent jurisdiction, a regulatory body, stock exchange, competition authority or similar entity provided that all reasonable steps to prevent such disclosure are taken and where such prevention cannot be achieved, the disclosure is limited to the minimum extent possible, and, unless prohibited by law, the receiving party consults the disclosing party first on the proposed form, timing, nature and purpose of the disclosure; (d) disclosures to a party’s Affiliates (in which case such party will procure that such Affiliates also comply with the provisions of this NDA); (e) information independently generated without use of the Confidential Information by the receiving party; or (f) information already in the public domain other than as a consequence of a breach of an obligation of confidentiality. Any party disclosing Confidential Information to a third party in accordance with this NDA shall use reasonable endeavours to ensure that the recipient gives a confidentiality undertaking which is at least as strict as the provisions of this NDA.
- At any time on receipt of a written request from the disclosing party, the receiving party shall destroy or return all Confidential Information to the receiving party unless otherwise required by mandatory law or any regulatory or government authority or it needs to be stored as part of automated back up processes or in order to comply with bona fide internal compliance processes.
- Both parties agree that they will comply with their respective obligations under applicable data protection and privacy laws. The Trusts acknowledges that, in connection with the Purpose and based on a legitimate interest, DFT may share Personal Data with certain Affiliates, some of which are located outside the European Union in a country where no decision has been taken by the European Commission that it ensures an adequate level of protection for Personal Data. Personal Data may only be shared by a party with an Affiliate if that Affiliate shall have in place safeguards to guarantee the safety and integrity of the Personal Data equivalent to those prescribed by GDPR and any other applicable data protection laws and regulations.

- Neither party shall acquire any right, title or licence relating to Confidential Information communicated or acquired from the other party. Each party agrees not to issue any press release or other publicity regarding the relationship between the parties without the prior written consent of the other and will not disclose the identity of the other party on a client list or elsewhere.
- The parties agree that the party who is subject to unauthorised disclosure of Confidential Information may seek an injunction and/or other equitable relief enjoining any breach or threatened breach of this NDA. This shall not in any way be construed to limit or restrict such party’s rights to seek or obtain monetary damages or other relief available under this NDA or under applicable law.
- No variation of this NDA is valid unless it is in writing and signed by or on behalf of each party to this NDA.
- The parties do not intend that any provision of this NDA should confer a benefit on any party which is not a party to this NDA (other than an Affiliate of a party). A person who is not a party to this NDA has no right to enforce any provision of this NDA.
- Each party’s address for the receipt of notices and invoices is as set out at the head of this NDA. Any notice given in connection with this NDA must be served in writing by post or courier with proof of receipt.
- If any provision of this NDA (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this NDA will remain in full force and effect. If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.
- No failure or delay by a party to exercise any right or remedy provided under this NDA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict further exercise of that or any other right or remedy.
- This NDA shall not be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- This NDA, and any dispute arising out of or in relation to it, shall be governed by Indian law and shall be the subject of the exclusive jurisdiction of the Court of New Delhi.

Signed for and on behalf of:

**Admighy Foundation**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of

**The Company**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_