

Proforma- 14

(On non-judicial stamp paper)
DRAFT OF NON-DISCLOSURE AGREEMENT

This agreement made and entered into at _____ this _____ day of _____
BETWEEN

Life Insurance Council, having its Central Office at 4th Floor, Jeevan Seva Annexe Bldg. S. V. Road, Santacruz (W). Mumbai 400 054 (hereinafter referred to as "**LI Council**" or the "**Disclosing Party**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**.

AND

_____ (hereinafter referred to as the "**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**

The Receiving Party and LI Council are hereinafter collectively referred to as "The Parties" and individually as "the Party"

WHEREAS:

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be appointed as media agency in relation to the Request for Proposal issued by the Disclosing Party for the said empanelment ("**Transaction**"). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and / or submit their proposals for such Transaction (hereinafter referred to as "the Purpose").

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

Confidential Information: "Confidential Information" means all information disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in

connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party's compliance team, prior to disclosure of any other Information. 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) is rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is 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 is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order, provided that the Receiving Party shall, to the extent permitted 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.

Non-disclosure: The Receiving Party shall not disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors 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 its advisors, consultants, financiers, co-investors only for the Purpose mentioned hereinabove and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. 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 promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.

Publications: Except as permitted herein, 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.

Term: This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement in relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic, or other tangible forms of the Confidential Information and all copies, abstracts, extracts,

samples, notes or modules thereof save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain

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.

Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.

Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire Agreement between 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.

Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.

General: 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, copy rights or any right of third persons.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of LI Council

(Designation)

For and on behalf of _____

(Designation)