

AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION

THIS AGREEMENT made at _____ on this ___ day of _____ 2012, to be effective from _____

BETWEEN

A Ltd, a company registered under the Companies Act, 1956, having its office at _____, (hereafter referred to as “A” which expression shall unless repugnant to the context or meaning thereof shall include his successors in business and permitted assigns)

...OF THE FIRST PART

AND

B Ltd, a company registered under the Companies Act, 1956, having its office at _____ (hereafter referred to as the “Supplier” which expression unless repugnant to the context or meaning thereof shall include his heirs, executors, legal representatives, administrators and assigns)

... OF THE SECOND PART

WHEREAS ‘A’ and Supplier are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

AND WHEREAS it has been agreed by the Parties that the Supplier shall provide Insurance services to the clients of ‘A’

AND WHEREAS The Parties are desirous of protecting the confidential information which may be disclosed by each Party to the other Party while maintaining their ability to conduct their respective business activities.

AND WHEREAS for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the following terms and conditions apply when either Party discloses any confidential information to the other Party.

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

1. Definitions

"Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with either party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

"Agreement" means this agreement dated _____, entered into between 'A' and Supplier.

"Discloser" means the any party disclosing Confidential Information to a Party in any manner.

"Confidential Information" has the definition as provided for in Clause 2.

"Recipient" means the Party receiving Confidential Information from the other Party.

2. Confidential Information

A. Notwithstanding the marking and identification requirements as provided in Clause 3 of the Agreement, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

1. information regarding any customers of 'A' and their accounts ("Customer Information"); or
 2. any aspect of 'A's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 3. business processes and procedures of 'A'; or
 4. current and future business plans of 'A'; or
 5. information with respect to personnel of either Party.
- B. Confidential Information shall also include any confidential, proprietary and/or trade secret information, whether written or oral or graphic and/or in sample form, concerning products, technology, services, finances, personnel or business practices or policies, including, without limitation, information relating to research and development, know-how, inventions, specifications, software, and market analysis, research strategies, projections and forecasts, sketches, drawings, notes or methods of business. Confidential Information also includes, without limitation, information of a similar nature received by Discloser from the other Party or third parties, and that Discloser is obligated either by virtue of the circumstances under which the information was given or otherwise, to treat as confidential, and / or information in combination with publicly known information where the nature of the combination is not publicly known.

3. Disclosure

- A. The Discloser shall disclose Confidential Information either:
1. in writing;
 2. by delivery of items;
 3. by initiation of access to Confidential Information, such as may be contained in a data base; or
 4. by oral and/or visual presentation.
- B. Confidential Information shall bear the official stamp/seal of the Discloser and/or the signature/signatures of the authorised representative of the Discloser stating the

Information to be Confidential. If Confidential Information is not marked with such stamp/seal of the Discloser or the signature of its authorised representative or is disclosed orally, the Confidential Information shall be identified as confidential by the Discloser at the time of disclosure to the Recipient.

4. Obligations

A. The Recipient agrees to:

1. use the same care and discretion to avoid unauthorised disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
2. use the Discloser's Confidential Information only for the purpose for which it was disclosed in accordance with the terms of this Agreement.

B. The Recipient may, subject to Clause 4C below, only disclose Confidential Information to:

1. its employees, employees of its majority-owned subsidiary companies, and employees of its parent and majority-owned subsidiary companies of its parent, who have an express need to know;
2. contractors engaged in conducting business of the Recipient, who have an express need to know; provided however, that prior to each disclosure, Recipient shall use reasonable efforts to provide Discloser with a list of its contractors who may be exposed to the Confidential Information and obtain Discloser's consent to such disclosure, which consent shall not be unreasonably withheld; and
3. any other party with the Discloser's prior written consent.

C. Before disclosure to any of the above parties, the Recipient will enter into a written nondisclosure agreement with terms no less restrictive than those of this Agreement and in compliance with the confidentiality requirements of Clause 5 below, with the party, in form and substance satisfactory to the Discloser, requiring that party to treat Confidential Information in accordance with this Agreement.

D. The Recipient may disclose Confidential Information to the extent required by law, legal process or by any governmental or regulatory authority to which 'A' is or

becomes subject or in connection with an examination of 'A' by any such authority. However, the Recipient will, to the extent permitted by law, give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

5. Confidentiality Period and Customer Information

A. Supplier acknowledges that 'A', has a responsibility to its customers to keep Customer Information strictly confidential. In addition to the other requirements set forth in this Section regarding Confidential Information, Customer Information shall also be subject to the additional restrictions set forth in this Section. Supplier shall not disclose or use Customer Information other than to carry out the purposes for which 'A' or one of its Affiliates disclosed such Customer Information to Supplier. Supplier shall not disclose any Customer Information other than on a "need to know" basis and then only to:

1. Affiliates of 'A';
2. Supplier's employees or officers;
3. Affiliates of Supplier provided that such Affiliates shall be restricted in use and re-disclosure of the Customer Information to the same extent as Supplier;
4. to carefully selected subcontractors approved by 'A' provided that such subcontractors shall have entered into a confidentiality agreement no less restrictive than the terms hereof; or
5. to independent contractors, agents, and consultants designated by 'A', provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section. The restrictions set forth herein shall apply during the term and after the termination of this Agreement.

6. Exceptions to Obligations

A. The Recipient may disclose, publish, disseminate, and use Confidential Information that is:

1. developed independently without reference to Confidential Information; and
2. Publicly available when received by the Discloser, or thereafter becomes publicly

available through no fault of the Recipient.

7. Disclaimers

- A. Notwithstanding anything in the Agreement, both the Parties agree to jointly and severally indemnify, defend and hold harmless each other, its affiliates, directors, officers, representatives, employees, successors and assignees (collectively, the "Indemnified Persons") from and against all claims, damages, losses and expenses arising out of or resulting from: (i) any action by a third party against the Indemnified Parties that is based on any negligent act, material omission or willful misconduct of the other Party; (ii) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the breach of any applicable laws, by-laws, regulations and guidelines by the other Party; (iii) any loss, damage or prejudice suffered by reason of any claim or proceeding by any third party against any of the Indemnified Parties due to any actual or alleged infringement of Intellectual Property during the provision of the Services; and (iv) any breach of any representation or warranty under this Agreement.
- B. Neither this Agreement nor any disclosure of Confidential Information hereunder grants one Party any right or license under any trademark, copyrights or patent now or hereafter owned or controlled by the other Party.

8. Remedies to prevent unauthorized disclosures

It is understood and acknowledged by the Recipient that any Confidential Information disclosed is non-public information, which is unique, and of great value and that a breach or a threatened breach of the foregoing confidentiality Agreement would cause immediate irreparable damage or injury to either Party. Without prejudice to any other rights or remedies of either Party, the Recipient acknowledges and agrees that monetary damages would not be an adequate remedy for any breach or threatened breach of this Agreement and that the aggrieved Party shall also be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this

Agreement and any other unauthorized access to, or use of, any of its Confidential Information

9. General

- A. Any Confidential Information disclosed by either Party under this Agreement shall remain the property of the Discloser. Recipient agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof.
- B. The Recipient shall, within 7 days of written notice from the Discloser, or such extended time as the Discloser may allow, return all such Confidential Information as the Discloser may specify, in the form and manner specified in such notice.
- C. Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.
- D. The receipt of Confidential Information under this Agreement will not in any way limit the Recipient from:
 - 1. providing to others products or services which may be competitive with products or services of the Discloser;
 - 2. providing products or services to others who compete with the Discloser; or
 - 3. assigning its employees in any way it may choose.
- E. The Recipient will comply with all applicable government export and import laws and regulations applicable to the Recipient. At the time of disclosure, the Discloser will notify the Recipient of any information or knowledge the Discloser may have regarding such laws and regulations applicable to the disclosure, at the time of disclosure, including any opinions of counsel.
- F. No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Only a written agreement signed by the Parties can modify this Agreement. If any provision or provisions of this Agreement shall be held, for any reason, to be illegal, invalid or unenforceable, the remaining provisions shall

nonetheless be legal, valid and enforceable provisions.

- G. Either of the Parties may terminate this Agreement by providing one month's written notice to the other Party. Any provisions of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees. The Parties agree that the rights of 'A' under this Agreement shall extend to its Affiliates.
- H. The Parties consent to the application of the laws of India and the non-exclusive jurisdiction of the Indian courts to govern, interpret, and enforce all of their respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement.
- I. Any Confidential Information, notice, request or other communication given in writing pursuant to this Agreement must be (a) delivered personally, (b) sent by telefacsimile or other similar facsimile transmission, or (c) sent by registered mail, postage prepaid or established courier service to the address of the Party specified below or such other address as such Party notifies to the other Party from time to time, or to such fax number as may be designated in writing by such Party. All Confidential Information, notices and other communications required or permitted under this Agreement that are addressed as provided in this section will (a) if delivered personally or by an established courier service, be deemed given upon delivery; (b) if delivered by telefacsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (c) if sent by registered mail, be deemed given when received.

For 'A':	A Limited (Address) Facsimile: _____
For Supplier:	_____

- J. Notwithstanding anything contrary contained in this Agreement, all existing liabilities, terms and conditions enumerated in this Agreement shall continue to be in effect irrespective of any merger, amalgamation, change in management or substantial acquisition of shares, or any other similar event which may affect the share capital of the Parties.
- K. This Agreement is the complete and exclusive agreement regarding disclosures of Confidential Information, and replaces any prior oral or written communications between the Parties regarding disclosures of Confidential Information by the Parties. By signing below for their respective enterprises, each of the Parties agrees to the terms of this Agreement. Each Party will maintain an original of this Agreement. For informational purposes, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) will be considered an original.
- L. Either Party, their officers, employees, agents, representatives, any other entities through which obligations under this Agreement are to be carried out shall have in place such reasonable security practices and procedures designed to protect any sensitive personal data or confidential information present/stored in computer resources owned, controlled or operated by either party, their officers, employees, agents, representatives, etc., as may be specified by the Central Government in this regard. For the purposes of this section "sensitive personal data or information" shall include such data or information as may be designated by the Company and/or prescribed by Central Government, as per Section 43A of the Information Technology Act, 2000

Agreed to:

A Limited

Agreed to:

By

By

—

Authorised Signatory

Name : _____

Title: _____

Date: _____

Authorised Signatory

Name :

Title:

Date: _____

DRAFT