



ICSDC CONSULTANTS LLP

GSTIN: 09AAIFI8986K1ZE

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed on this day of _____ DATE by and between COMPANY NAME a company incorporated in accordance with the laws of India, under the Companies Act, 1956, having its Registered office at COMPANY ADDRESS hereinafter referred to as "COMPANY NAME" (which expression, unless repugnant to the subject or context therein, shall mean and include its affiliates, employees, assignees, subsidiaries, nominees, agents & successors-in-interest) of the FIRST PART.

And

ICSDC Consultants LLP India a Company registered under the Companies Act, 1956, having its office at C-220, Sector 48, Noida, Gautam Budh Nagar, Uttar Pradesh, Pincode-201301 FFIndia, here in after referred to as ICSDC Consultants LLP India. (which expression, unless repugnant to the subject or context therein, shall mean and include its affiliates, employees, assigns, subsidiaries, nominees, agents & successors-in interest) of the SECOND PARTY.

WHEREAS COMPANY NAME is a renowned company in the area of services on Information Technology focused on COMPANY SERVICE OFFERING;

WHEREAS ICSDC Consultants LLP India is a leading System Integration & Data Centre Services Company in the Country,

WHEREAS COMPANY NAME wishes to engage ICSDC Consultants LLP India for Data centre related hosting services,

WHEREAS COMPANY NAME and ICSDC Consultants LLP India realizing the confidential nature of such information undertakes to enter into an Agreement consenting to keep confidential all such information exchanged in the course of business operations.

AND WHEREAS Both the party of First Part and the Second Part will be together referred to as the "Parties" hereinafter.



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Corporate Office : C-24, C Block, Phase 2, Industrial Area, Sector 62, Noida, Uttar Pradesh 201301



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

- 1.1 All information disclosed by One Party to the other Party regarding its products and including but not limited to their ingredients etc., customers, products, development, sales, marketing and other business activity shall be treated as confidential information of that Party.
- 1.2 All such confidential information is the property of that Party and that Party is the rightful owner of the same. All related intellectual properties related to these matters shall also belong to that Party.
- 1.3 All information will be regarded as confidential whether disclosed orally, in writing, in visual or physical form as well as through electronic communication. Any oral communication shall be treated as confidential provided a written communication is received by the recipient within 30 days of such disclosure.
- 1.4 Information shall not be considered confidential only if it has been put out to the public and is as such easily available by or from the Parties. In case of doubt One Party should make a written request to the Other Party to clarify the nature of the information in question.

2. NON-DISCLOSURE

- 2.1 All information obtained by One Party in the course of the fulfilment of obligations arising under this Agreement/any earlier Agreement or Contract/work order/any other means and any other authorized information relating to the Other Party that may be required will be understood to be the Confidential Information of that Other Party. The Party receiving information hereby unconditionally agrees and undertakes that it shall not and that its employees shall not disclose or publish the terms and conditions of this Agreement or disclose the information submitted by the Other Party under this Agreement to any third party unless such disclosure is required by law for the purpose of performing any of the obligations of under this Agreement. All such disclosure shall be immediately brought to the notice of the Other Party.



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- 2.2 The Parties shall, at all times, maintain adequate procedures to prevent improper and unauthorized disclosure of any Confidential Information and to prevent loss of and from any such information. In the event of any loss or disclosure of Confidential Information, intentionally or otherwise, the Party receiving information shall notify the Other Party immediately and initiate at its cost all remedial measures necessary to minimize adverse consequences thereof.
- 2.3 No Party shall disclose to any third party, Confidential Information made available to it under this Agreement. In case it is required by a court of competent jurisdiction to disclose any such information relating to the Other Party, the Party compelled to disclose such information shall inform the Other Party in advance of all such submission of information. The Party disclosing such information undertakes to limit disclosure to the absolute minimum necessary to comply with such order and to ensure the safety of such information including but not limited to making efforts to ensure orders from such court to safeguard the Confidential Information.
- 2.4 The Parties shall ensure safety and security of documents, drawings, items of work in process and products that embody Confidential Information by providing locked files or by storing them in areas with restricted access to prevent its unauthorized disclosure.
- 2.5 No Party shall disclose Confidential Information to subcontractors nor subcontract any part of the work/project/task/assignment entrusted to it without first obtaining written consent from the Other Party.
- 2.6 All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the concerned Party.
- 2.7 Any data or personal information of any Party, its employees or its Customers and their employees shall remain strictly confidential and both Parties shall comply with all applicable privacy and data protection laws.
- 2.8 No Party shall use the Confidential Information for their own benefit or for the benefit of anyone other than the Parties.
- 2.9 The Parties shall use the Confidential Information only for the purpose for which it is supplied by the Other Party.



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2.10 The Parties undertake to maintain all information regarding the providing of the agreed services and all Confidential Information as the property of the concerned Party.

2.11 No Party shall copy, reproduce, publish or distribute, in whole or in part any Confidential Information, as a sample or otherwise, without prior written permission of the Other Party.

2.12 Both Parties shall disclose Confidential Information on a need to know basis to its employees in order to enable them to carry out the tasks related to the purposes of this Agreement.

2.13 Upon any Party discovering a breach of the confidentiality obligations by its Representatives, it shall immediately inform the Other Party of the same and take all steps necessary to mitigate consequences of such a breach of confidentiality.

2.14 Upon the written request of One Party, the Other Party shall return, all copies of the Confidential Information already in its possession or within its control, without any charges and destroy/delete, from all sources, all such documents transferred to it via whatever media (including but not restricted to Paper/FTP/CD/USB Token, email etc.) for printing/reference, after completion of the assigned job and damaged documents/media, during the process of job.

2.15 In case of breach of any confidentiality obligations, the Parties shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting a Party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Other Party.

2.16 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2.17 All obligations created by this Agreement shall survive for a period of Three (3) years from the date of disclosure of the Confidential Information.

3. INTELLECTUAL PROPERTY

3.1 The Parties undertake not to use any of the information or material of the Other Party, including but not limited to trademarks, patents or copyrighted products for any purposes including in any printed or electronic form including amongst other things in brochures or publicity material without prior written permission of the Other.

3.2 All Confidential Information and any Derivatives thereof whether created by ICSDC Consultants LLP India or Zenais Consultancy, under this Agreement, remain the property of ICSDC Consultants LLP India and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. ICSDC Consultants LLP India further acknowledges that all original works of authorship which are made by ICSDC Consultants LLP India (solely or jointly with others) within the scope of and during the term of this Agreement and which are protectable by copyright are "works made for hire."

4. TERM

4.1 The terms of this Agreement Are Three Year from the date of signing of this Agreement Provided that the term of this agreement shall be co-terminus with the business agreement to be entered between the parties.

5. GOVERNING LAW

5.1 This Agreement is governed by and construed in accordance with the laws of India.

6. ARBITRATION

6.1 In the event of any dispute, difference of opinion between the parties hereto arising out of or in connection with this Agreement at any time or with regard to performance of any obligations hereunder by either party, or to the true meaning or interpretation of the provisions of this Agreement, the parties hereto shall use their best efforts to settle such dispute or difference of opinion amicably by mutual negotiations within 2 weeks of issue of notice indicating such dispute/difference of opinion.

6.2 Should an agreement not be reached, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of an arbitrator, to be nominated by both the Parties. The award of the Arbitrators shall be final and binding on the parties hereto.

6.3 Such arbitration shall be held in India in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof for the time being in force and rule thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the authorized representatives on the day and year first above written.

For COMPANY NAME

for ICSDC Consultants LLP India

Name:

To whom it concerns

Designation:

Chief Executive Officer

Place:

Gurgaon (Haryana)

Witnesses:

1. Signature _____

2. Signature _____

Name:

Name: