**Annexure 08 - Non-Disclosure Agreement**

###### (On Rs.500 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at…………………. This …………………..day of… 20….

BY AND BETWEEN

………………………………………………………..,a company incorporated under the Companies Act,1956 or if it is not a company or a company registered under Companies Act, 2013havingits registered office at………………………………………………….. (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART; AND Cent Bank Home Finance Ltd., having its Corporate Office at Central Bank of India, Mumbai main office building, 6th floor, MG Road, Fort, Flora Fountain, Hutatma Chowk, Mumbai 400023 (hereinafter referred to as “CBHFL” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHERPART.

The Vendor and Cent Bank Home Finance Ltd. are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS:

1. CBHFL is engaged in the business of providing Housing Finance, Loans Against Property and Fixed Deposits Facility to its customers and intends to Select an Application Vendor for Implementing and Installing Loan Origination system(Web, TAB Based, Video KYC), Loan Management system, Collections and Recovery management system (Web, TAB Based), Fixed Deposits (Web, Customer Self Service, TAB Based), GL Accounting, Compliance Reporting and all other Business Supporting IT Applications as per Scope of Work referred in the RFP
2. In the course of such assignment, it is anticipated that Cent Bank Home Finance ltd. Or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment ( hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/ Agreement/ Contractor in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Cent Bank Home Finance Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from Cent Bank Home Finance Ltd.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premise and the Cent Bank Home Finance Ltd. granting the Vendor and or his agents, representatives to have specific access to Cent Bank Home Finance Ltd.property/informationandotherdataitisherebyagreedbyandbetweentheparties hereto as follows:

* 1. Confidential Information:

1. “Confidential Information” means all information disclosed/furnished by Cent Bank Home Finance Ltd. to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data,documentsandinformationoranycopy,abstract,extract,sample,noteormodulethereof,explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oraldisclosure.TheVendormayusetheConfidentialInformationsolelyforandinconnectionwiththePurposeandshall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

* 1. is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
  2. was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Cent Bank Home Finance Ltd.,
  3. was rightfully obtained by the Vendor from a source other than Cent Bank Home Finance Ltd. without any obligation ofconfidentiality,
  4. was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, oris/was disclosed pursuant to an order of a court or governmental agency as so required by such order, providedthattheVendorshall,unlessprohibitedbyany laworregulation,promptlynotifyCent Bank Home Finance Ltd. of such order and afford Cent Bank Home Finance Ltd. the opportunity to seek appropriate protective order relating to suchdisclosure.
  5. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  6. is released from confidentiality with the prior written consent of the otherparty.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Cent Bank Home Finance Ltd. in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information,suchPartyshallgivesufficientnoticetotheotherpartytoenabletheotherPartytoprevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any ConfidentialInformationorthecontentsofthisAgreementwithoutthepriorwrittenconsentoftheother party.TheobligationsofthisClauseshallbesatisfiedbyhandlingConfidentialInformationwiththesame degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonablecare.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

Termination or expiration of this Agreement, other than as required by applicable law, each Party, as a Receiving Party, shall destroy the Confidential Information of the Disclosing Party in such Receiving Party’s possession and provide a written certification of destruction with respect thereto to such Disclosing Party.

* 1. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely forthePurposeauthorizedabove.TheVendorshalltakeappropriatemeasuresbyinstructionandwritten agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The VendormaydiscloseConfidentialInformationtoothersonlyiftheVendorhasexecutedaNon-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Cent Bank Home Finance Ltd. immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of thisAgreement.

Notwithstanding the marking and identification requirements above, 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 Cent Bank Home Finance Ltd. and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity;or
2. any aspect of Cent Bank Home Finance Ltd.'s business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right;or
3. business processes and procedures;or
4. current and future business plans;or
5. personnel information;or
6. Financialinformation.
   1. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement,thecontents/provisionsthereof,otherinformationrelatingtothisAgreement,thePurpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Cent Bank Home Finance Ltd..
   2. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Cent Bank Home Finance Ltd., whichever is earlier. The Vendor herebyagreesandundertakestoCent Bank Home Finance Ltd.thatimmediatelyonterminationofthisAgreement itwouldforthwithceaseusingtheConfidentialInformationandfurtherpromptlyreturnordestroy,under informationtoCent Bank Home Finance Ltd.,allinformationreceivedbyitfromCent Bank Home Finance Ltd.forthePurpose, whethermarkedConfidentialorotherwise,andwhetherinwritten,graphicorothertangibleformandall copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Cent Bank Home Finance Ltd. to certify in writing upon request of Cent Bank Home Finance Ltd. that the obligations set forth in this Agreement have been compliedwith.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to bebindingandapplicablewithoutlimitinpointintimeexceptanduntilsuchinformationentersthepublic domain

* 1. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Cent Bank Home Finance Ltd. to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Cent Bank Home Finance Ltd.
  2. Remedies:TheVendoracknowledgestheconfidentialnatureofConfidentialInformationandthat damage could result to Cent Bank Home Finance Ltd. if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other persontoengageinanyactinviolationofanyprovisionhereof,Cent Bank Home Finance Ltd.maysufferimmediate irreparable loss for which monetary compensation may not be adequate. Cent Bank Home Finance Ltd. shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibitingthe

Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Cent Bank Home Finance Ltd. shall include Cent Bank Home Finance Ltd.'s costs and expenses of enforcement (including the attorney's fees).

* 1. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreementbetweenthePartiesrelatingtothemattersdiscussedhereinandsupersedesanyandallprior oral discussions and / or written correspondence or agreements between the Parties. This Agreement maybeamendedormodifiedonlywiththemutualwrittenconsentoftheParties.NeitherthisAgreement nor any right granted hereunder shall be assignable or otherwisetransferable.
  2. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbaishall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similarjurisdictions.
  3. Indemnity: The Vendor shall defend, indemnify and hold harmless Cent Bank Home Finance Ltd., its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal,tortuousorofanynaturewhatsoever,arisingoutoforpertainingtoorresultingfromanybreach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement,includingbutnotlimitedtoanyclaimfromthirdpartypursuanttoanyactoromissionofthe Vendor, in the course of discharge of its obligations under thisAgreement.
  4. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosedhereunder.

All Confidential Information is provided “as is”. In no event shall the Cent Bank Home Finance Ltd. be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Cent Bank Home Finance Ltd. constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Cent Bank Home Finance Ltd. discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

Waiver: A waiver (whether express or implied) by Cent Bank Home Finance Ltd. of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Cent Bank Home Finance Ltd. from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_.For and on behalf of Cent Bank Home Finance Ltd.

Name: Name:

(Designation) (Designation)

Witness 1 Witness 2

Name: Name:

Signature: Signature