



INVESTOFIN BRIDGE PRIVATE LIMITED

CIN : U67100DL2019PTC353890

GSTIN : 07AAFCl3734H1ZM

TAN : DELI14624B

MUTUAL NON-DISCLOSURE & CONFIDENTIALITY

THIS AGREEMENT, made this ___ / ___ / ___ between _____

its members and affiliates located in _____

and InvestoFin Bridge Pvt Ltd

RECITALS

_____ and "InvestoFin Bridge Pvt Ltd", now called "The Parties" have a mutual desire to enter into and continue communications regarding potential and/or ongoing business transactions, opportunities or financial relationships of interest to both parties (the "Opportunity"). Through such communications and in furtherance of "The Parties" mutual interests, each Party may have access to Confidential and Proprietary Information of the other party. As a condition to "The Parties" engaging in the communications and in furtherance of the Opportunity referenced on an attached Addendum, it is necessary that each Party agree to maintain the confidentiality of the Party's Confidential and Proprietary Information.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the adequacy and sufficiency of which is hereby acknowledged and "The Parties" each agree as follows:

AGREEMENT

- Confidential and Proprietary Information. As used in this Agreement, "Confidential and Proprietary Information" means all information provided to a Party (the Receiving Party or RP) by the other Party (the Disclosing Party or DP) or by any affiliates of the DP or the DP's affiliates, officers, directors, shareholders, employees, or agents, as well as the potential financing sources (Representatives, Financiers, Lenders, Private Equity, Banks, Joint Venture Partners) shall be disclosed in written form, via electronic means, or by certified mail, return receipt requested, related to "The Opportunity" or to the business of either Party that (a) is disclosed by the DP to the RP, or the RP to the DP (b) is identified as confidential by the DP.
- Confidentiality and Protection of Disclosing Party's Confidential and Proprietary Information.

(a) The Receiving Party's access to the Confidential and Proprietary Information shall be for the sole purpose of facilitating the RP's review and evaluation of the proposed Opportunity. The RP shall not utilize the Confidential and Proprietary Information for any other purpose whatsoever without the prior written consent of the Disclosing Party.

(b) Unless otherwise expressly authorized in writing by the DP, the RP agrees to receive and maintain the Confidential and Proprietary Information in confidence, and shall not disclose such Confidential and Proprietary Information, or any part thereof, to any third party at any time other than to Representatives, but with notification to the DP of the Representative's name and company, In maintaining and storing the Confidential and Proprietary Information, the RP shall use the same care and discretion as it employs with its own Confidential and Proprietary Information to protect and preserve the Confidentiality of the DP.





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3. The terms of this Agreement shall apply to "The Parties", as well as upon any successor-in-interest of the RP. The RP shall use its best effort to limit dissemination or disclosure of the DP's Confidential and Proprietary Information to only such Representatives who have a need for access to the information in order to facilitate the RP's evaluation of the proposed relationship with the DP. Any Representatives to whom the Confidential and Proprietary Information is disclosed shall be informed of the confidential and proprietary nature thereof and the RP shall require all such Representatives to sign a NCND and agree to maintain the confidential, proprietary and private nature thereof. The RP shall be liable for any unauthorized disclosures of Confidential and Proprietary Information by its Representatives and the DP agrees that any lawsuit to enforce any such breach will be brought against the RP only.
4. In the event the RP is required (by law, regulation or professional standard) to disclose data or material containing any of the Confidential and Proprietary Information, or as may otherwise be compelled pursuant to valid subpoena or other legal process, the RP shall (unless prohibited by law, regulation or professional standard) promptly notify the DP of a such requirement and shall assist the DP (at the DP's sole expense) in obtaining any possible protective order of other assurances that the Confidential and Proprietary information will be kept confidential. Notwithstanding the foregoing, the RP shall only disclose such portion of the DP's Confidential and Proprietary Information which the RP is advised by counsel and is required for the RP to comply with the relevant law, regulation or professional standard.
5. Exceptions. Notwithstanding any other provisions of this Agreement, each Party acknowledges that the definition of Confidential and Proprietary Information is not intended to include any such information which:
 - (a) is or becomes publicly known through means not attributable to a breach of this Agreement: or
 - (b) Is expressly approved for release by written authorization of the DP
6. Competitive Information. Each of "The Parties" acknowledges and understands that the other Party may now market the projects introduced by the DP. The DP shall be made aware by the RP of the financial institutions/lenders/private equity investors to whom the projects are marketed in a written communication. Communications with the DP by the RP as to how the project is progressing, shall be part of the information communication between "The Parties" as to the progression of the project, whether negative or positive or if other information is required from the project developer which DP shall, in best efforts, attempt to produce. Conference calls between financier, lender, DP and RP can be initiated to clarify details of the project if requested by any of "The Parties".
7. Breach. It is agreed that should this Agreement be breached, it may pose a threat of imminent irreparable harm to either party. In the event of any such breach by either party, this party may seek injunctive, and/or other equitable or legal relief in any court of competent jurisdiction within the jurisdiction of the breached party. In the event that either party or any of its representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the breached party shall provide the other party with written notice of such request or requirement immediately upon receipt thereof. Such compelled disclosure shall not be considered a breach hereunder.
8. Attorney Fees and Court Costs should any action be brought to enforce or interpret this Agreement ,the prevailing party shall be entitled to attorneys' fees, costs of trial and any other court costs. Any such action shall be brought or commenced in the jurisdiction of the breached party.
9. Termination and Survival. This Agreement and the obligations of confidentiality and non-compete, set forth herein, shall commence on the last date that one of "The Parties" has affixed his signature to this Agreement. "The Parties'" duties of confidentiality and non-circumvention and non-compete shall survive the termination of this Agreement with any project that had been previously introduced between "The Parties".
10. If one of "The Parties" contacts the other party, regarding any new project(s), that party shall make known, by written communication, that the contact has, without permission, contacted the introduced party. In other words, the termination of contacts introduced to each other, shall survive this Agreement. If party is contacted by other parties' introduction, that party shall immediately contact the party that made the introduction by e mail or certified mail, return receipt required.





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- 11. Miscellaneous. This Agreement constitutes the entire agreement between "The Parties", with respect to the subject matter discussed above, and supersedes any prior agreement, whether written or oral. No modification will have any effect unless agreed to in writing by both parties. Nothing herein shall create or imply any Agency or Joint Venture on the part of "The Parties". This Agreement may be executed in counterparts and/or by e mail or certified mail, return receipt requested, each of which shall be deemed an original, but all of which shall constitute the Agreement.
- 12. Notices and Requests. Any notices or requests for consents shall be made in writing and addressed to the applicable Party at the address set forth below. All notices or requests shall be deemed received upon written confirmation by the party to whom the notice or request was forwarded, either by e mail, facsimile, or certified mail, return receipt requested.
- 13. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party in writing, with a confirmation that the notice has been received. However, it will be up to the other Party to consent to the Assignment, with written notification, to the other party by e mail, facsimile, or certified mail, return receipt requested.
- 14. Death or Disability of "The Parties" to the Agreement. Upon disability or death of "The Parties" to this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon their respective successors, heirs, assigns, designees or trustees of "The Parties" to this Agreement.

ACCEPTED AND AGREED:
BY:

Signature	Printed Name	Date
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Address

Tel	Fax	Cell	E Mail
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InvestoFin Bridge Pvt Ltd

Signature	Printed Name	Date
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