

Schedule – 14 Non Disclosure Agreement

THIS AGREEMENT is made this _____ day of _____, 201_

Between

Board of Directors of Indian Global Ports Private Limited, incorporated under the Companies Act (hereinafter called the 'Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Directors of Indian Global Ports Private Limited, its successors and assigns) of the ONE PART

AND.

M/s _____, a Company incorporated in _____ (Country) under the _____ and having its office at _____ (hereinafter" referred to as "Contractor" which expression shall include its successors and assigns) of the other part;

WHEREAS:

(1) By Tender No _____ (the "Tender"), offers were invited from Contractors to for the work of _____ for Indian Global Ports Private Limited (the "Project");

(2) **M/s** _____ made an offer to act as the Contractor as per the terms and conditions of the tender; and

(3) After evaluation of the proposals/ offers received, the Board has engaged **M/s** _____ as the Agency for carrying out _____ (Work Title), subject to signing of the Confidentiality Agreement between the Board and the Contractor and conveyed to the Contractor by its _____ (Work Order signatory) vide Work Order No dtd. ___/___/201_ which was duly accepted by the Contractor vide its letter dated ___/___/201_.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Contractor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Contractor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the tender.
2. The Contractor will not, without the prior written consent of the Board or its authorised person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement.

The Contractor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfillment of the scope of services as per the terms and conditions of the tender and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the tender. The Contractor will be responsible for procuring their compliance with the terms of this Agreement as

if they were subject to the same obligations to the Company as the Contractor is subject to hereunder.

The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:

a) was already in the public domain at the time of its disclosure to the Contractor by the Board; or subsequently becomes part of the public domain through no breach by the Contractor of its obligation under the Agreement.

b) is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Contractor contained in this Agreement; or

c) is required to be disclosed by the Contractor by applicable law or regulation or judicial authority, provided that the Contractor agrees, to notify, the Board in writing, duly signed by an authorised signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure; The Contractor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Contractor to claims, losses, damages or other liability for which the Contractor does not receive indemnification from the Board, and the Contractor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Contractor to comply with its obligations thereunder.

The Contractor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.

The Contractor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Contractor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the tender or if the Contractor ceases to act as the Agency for(Work Title) of the Board:

(a) Return to the Board any Confidential Information in the Contractor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and

(b) Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Contractor or its professional advisors on its behalf.

(c) Not make use of the information, contained in the confidential information for any of its business operations.

The Contractor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.

7. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.

8. The Contractor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Contractor shall be responsible for the breach of any of its covenants and

obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Contractor of its covenants and obligations in this Agreement. The Contractor further confirms that it is acting in this matter as principal and not as agent for any other person.

9. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Contractor's obligations hereunder may only be amended or modified by written agreement between the Contractor and the Board.'

10. This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

11. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

12. This Agreement shall be freely assigned by the Board, with prior written notice to the Contractor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.

13. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to (Work Order signatory) of The Board for consideration. The decision of (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their respective duly authorised officers as of the day and year first hereinabove written.

Authorized Signatory
For M/s.

***Managing Director on Behalf of the
Board of Directors of
Indian Ports Global Private Limited***

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