

FORMAT OF NON DISCLOSURE AGREEMENT

(To be executed in a plan paper by the applicant)

This agreement made and entered into at Lucknow , thisday of

Union Bank of India having its zonal office at Union Bank Of India, Field General Manager's Office, Union Bank Bhawan,Vibhuti Khand, Near Mantri Aawas,Gomti Nagar, Lucknow, Pin - 226010, herein referred as **disclosing party** with expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, novatees, transferees, and assigns) of the One Part
AND

Mr.residing
at.....
..... (herein after referred
to as **Receiving Party** of the other part

Union Bank of India and the receiving party are herein collectively referred to as "Parties" and individually as "party".

Whereas:

During the course of discussion on settlement proposal , it is anticipated that Union bank of India may disclose or deliver to the receiving party , -Confidential Information (as defined hereunder) for the purpose of enabling the Receiving party to evaluate the feasibility of such proposals / business relationship (hereinafter referred to as the '**Purpose**').

Now, therefore, this agreement is hereby agreed by and between the parties hereto as folloes:

1. **Confidential Information:** "**Confidential Information**" means all information disclosed / furnished by the Disclosing party to the Receiving party in connection with the purpose / business transaction / to be transacted between the parties Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The receiving Party may use the Confidential Information solely for and in connection with the Purpose. The receiving Party shall not be allowed in any manner to deal with or influence the entity in whose respect Union bank of India is providing information.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the receiving party can show: (a) is now or subsequently becomes legally and publically available without breach of this agreement by the receiving party, (b) was rightfully in the possession of the Receiving party without

any obligation of confidentiality prior to receiving it from Union bank of India, (c) was rightfully obtained by the receiving party from a source other than Union Bank of India, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by Documentary evidence , or, (e) is disclosed pursuant to an order of a court or Governmental agency as so required by such orde, provided that the Receiving party shall, unless prohibited by law or regulation, promptly notify Union bank of India of such order and afford the Union bank of India, The opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-Disclosure:** The receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity . The receiving Party agrees to notify Union bank of India immediately if it learns of any use or disclosure of Union bank of India's Confidential Information in violation of the terms of this agreement.
3. **Publication:** The receiving party shall not make news releases, public announcement, give interview, issue or publish in any other manner whatsoever in connection with this agreement, the contents / provisions thereof, other information relating to this agreement, the purpose, the Confidential Information or other matter of this agreement, without the prior written approval of Union bank of India .
4. **Terms:** This Agreement shall be effective from the date hereof and shall continue either till the expiration or termination of this agreement. Upon Expiration / Termination as contemplated herein, the Receiving party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Union bank of India, the receiving party shall promptly return or destroy all written, graphics or other tangible forms of Confidential Information and / or delete or make reasonably inaccessible all electronic copies thereof; provided however that the receiving party may retain it internal working papers; however the receiving party acknowledge that any such retained Confidential Information shall remain subject to the terms of this agreement.

For and on behalf

Union Bank of India

Mr.....

(Signature of Applicant)

(Authorized Signatory)