

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into at MUMBAI this day of 2017 (hereafter referred to as “**Agreement**”).

BETWEEN

.....(**ARC**),
a company Incorporated under the Companies Act, 1956 and registered as a
Securitized and Reconstruction Company pursuant to section 3 of the
Securitization and Reconstruction of Financial Assets and Enforcement of Security
Interest Act 2002 and having its Registered Office at
..... and Corporate
Office at (hereinafter
referred to as “**ARC**” or “the **Receiving Party**”), which expression unless repugnant
to the context or meaning thereof be deemed to include its successors and assigns of
the **ONE PART**:

Bank of Baroda, a body corporate constituted under the Banking Companies
Acquisition & Transfer of Undertakings) Act 1970 and having its Corporate Office at
Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai 400 051
(hereinafter referred to as “**BOB**” or “the **Disclosing Party**” which expression unless
repugnant to the context or meaning thereof be deemed to include its successors and
assigns) of the **OTHER PART**:

ARC and **BOB** are hereinafter collectively referred to as “the **Parties**” and individually
as the “the **Party**”.

WHEREAS

The Parties intend to engage in discussions and negotiations concerning the
establishment of a business relationship between themselves. In the course of such
discussions and negotiations, it is anticipated that BOB may disclose or deliver to **ARC**
certain or some of its trade secrets or confidential or proprietary information in respect
of sale of impaired financial assets for the purpose of enabling **ARC** to evaluate the
feasibility of such business relationship (hereinafter referred to as “the **Purpose**”).

**NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Confidential Information: “**Confidential Information**”, means all information
disclosed / furnished by either of the Parties to the other Party in connection with
Purpose. Confidential Information shall include any copy, abstract, extract, sample,
note or module / softcopies thereof.

The Receiving Party may use the Confidential Information solely for and in connection

with the Purpose.

Notwithstanding the foregoing, Confidential Information shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly 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 the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (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 order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party 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 material derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify in writing the Disclosing Party as soon as reasonably practicable, when it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize 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 the other Party.

4. Term: This Agreement shall be effective from day of 2017 and shall terminate on the Expiry Date, being the earlier of:-

(a) the date falling [6] months from day of 2017 hereof or

(b) the consummation of the transaction contemplated herein.

The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable except and until such information enters the public domain or the Expiry Date, whichever is earlier.

5. Title and Proprietary Rights : Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copy right, or application for the same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information, The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise

interfere with any trade mark, trade mark notice, copy right notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information : Upon expiration or termination as contemplated in Clause 4 above and upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules/ softcopies thereof to the Disclosing Party within seven (7) days after receipt of notice and save to the extent that the Receiving Party is required to retain any Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or rules of any stock exchange provided always that the Confidential Information so retained shall continue to be subject to the obligations contained in the Agreement, save and except when the same enters the public domain.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted here under shall be assignable or otherwise transferable.

9. Governing Law: The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts in Mumbai shall have non-exclusive jurisdiction in relation to all matters arising out of or in connection with this Agreement.

10. General: The Receiving Party shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other Party with respect to the fitness of such Confidential Information for any particular purpose other than for the Purpose.

11. The Disclosing Party warrants that it has the legal right and authority to make the disclosures under 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
Bank of Baroda

(Name & Designation) (Authorised Signatory)

For and on behalf of (IRAC)

(Name & Designation) (Authorised Signatory)