

## ANNEXURE 9: NON-DISCLOSURE AGREEMENT (On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ..... day of 2025

BY AND BETWEEN

....., a company/..... incorporated under the Companies Act, 1956/..... having its 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

North Eastern Development Finance Corporation Ltd., a NBFC having its Registered Office at NEDFi house, G. S Road, Dispur, Guwahati - 781006 (hereinafter referred to as "NEDFi" 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 OTHER PART.

The Vendor and NEDFi are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NEDFi is engaged in the business of providing financial services to its customers and intends to engage Vendor for Implementation and Management of software solution - Loan Origination System, Loan Management System, Loan Collection System, Mobile Application (Sales & Collection) for Business Correspondent/DSA/Employee and Customer Portal & Mobile Application in Application Service Provider (ASP) model on opex mode.
2. In connection with the aforesaid assignment and during discussions and negotiations relating to the establishment of a potential business relationship between the parties, it is anticipated that NEDFi, through its officers, employees, officials, representatives, or agents, as well as the Vendor, may disclose or provide to the other certain Confidential Information (as hereinafter defined), including trade secrets or proprietary information to carry out the aforesaid assignment (hereinafter referred to as "the purpose").
3. The parties are aware and confirms that all information, data and other documents made available in connection with the purpose are confidential information and are privileged and strictly confidential and or proprietary of NEDFi/The vendor, The parties therefore undertakes to safeguard and protect such confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above promises and the NEDFi granting the Vendor and or his representatives to have specific access NEDFi property / information and other data it is hereby agreed by and between the parties hereto as follows:

### 1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by either party 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, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven(7) days of such oral disclosure.
- (ii) The parties may use Confidential Information solely for and in connection with the Purpose and shall not use Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the parties without any obligation of confidentiality prior to receiving it from the other.
- (c) was rightfully obtained by the parties from a source other than North Eastern Development Finance Corporation Ltd or The Vendor without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify North Eastern Development Finance Corporation Ltd of such order and afford North Eastern Development Finance Corporation Ltd the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

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 North Eastern Development Finance Corporation Ltd. Upon termination of this Agreement, the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. 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 North Eastern Development Finance Corporation Ltd in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall, as may be legally permissible and reasonably practicable, give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the Similar degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

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

2. **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 its directors, partners, agents, affiliates, associates, bidders or persons in the direct employment of the Vendor (collectively as "Representatives") who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such representative to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-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 North Eastern Development Finance Corporation Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding anything contained in this Agreement, the bidder shall disclose the Confidential Information to such other parties who conduct bidder's internal risk management procedures, facilitate bidder's administration of business and support bidder's infrastructure. The bidder shall disclose Confidential Information to its professional indemnity insurers in which event any such disclosure shall be subject to confidentiality obligations provided herein.

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:

- a) Information regarding North Eastern Development Finance Corporation Ltd and any of its Affiliates, customers and their 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
  - b) any aspect of North Eastern Development Finance Corporation Ltd., business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
  - c) business processes, procedures and policies; or
  - d) current and future business plans; or
  - e) personnel information; or
  - f) financial information.
  - g) Customer Information
  - h) technology information including architecture, framework, infrastructure design, DC & DR information etc.
  - i) all data stored in the application
3. **Publications:** The Vendor shall not make news releases, public announcements, social media announcement, 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 North Eastern Development Finance Corporation Ltd.
4. **Term:** This Agreement shall be read together with the principal agreement as may be executed between the Parties for the Purpose and shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by North Eastern Development Finance Corporation Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to North Eastern Development Finance Corporation Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to North Eastern Development Finance Corporation Ltd, all information received by it from North Eastern Development Finance Corporation Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other

tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The bidder further agrees and undertake to North Eastern Development Finance Corporation Ltd to certify in writing upon request of North Eastern Development Finance Corporation Ltd that the obligations set forth in this Agreement have been complied with. Notwithstanding anything contained herein, the bidder shall be allowed to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by the bidder or as may be required by law. Any such retention shall be subject to confidentiality obligations contained herein.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for three (3) years post termination of this Agreement or until such information enters the public domain

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by North Eastern Development Finance Corporation Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with North Eastern Development Finance Corporation Ltd.
6. **Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage may result to North Eastern Development Finance Corporation 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 person to engage in any act in violation of any provision hereof, North Eastern Development Finance Corporation Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. North Eastern Development Finance Corporation Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the 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. Except for the contracting Parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall, either Party be liable for any indirect or consequential losses or damages.  
  
Any claim for relief to North Eastern Development Finance Corporation Ltd shall include North Eastern Development Finance Corporation Ltd.'s costs and expenses of enforcement (including the attorney's fees), as may be awarded by court of competent jurisdiction in its final judgment
7. **Entire Agreement, Amendment and Assignment:** Unless the principal agreement is executed between the Parties, this Agreement constitutes the entire agreement between the 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 hereunder shall be assignable or otherwise transferable.
8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Guwahati, Assam shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
9. **General:** The Vendor 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 North Eastern Development Finance Corporation Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by North Eastern Development Finance Corporation Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. However, North Eastern Development Finance Corporation Ltd understands that any inaccurate

or incomplete Confidential Information may have adverse/material impact on the Purpose for which it is being used. North Eastern Development Finance Corporation Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, merchantability, fitness for a particular purpose, title or anything else.

10. **Waiver:** A waiver (whether express or implied) by North Eastern Development Finance Corporation 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 North Eastern Development Finance Corporation Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.
11. **Unpublished Price Sensitive Information:** NEDFi shall inform bidder in writing if, in the course of the Purpose, the Representatives of bidder will have access to any unpublished price sensitive information, whether of NEDFi or any other entity. NEDFi agrees that bidder shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to bidder. All information supplied to bidder (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, NEDFi shall be responsible to obtain legal advice to ensure that information disclosed to bidder is not in contravention of any applicable laws and regulations.

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

For and on behalf of .....

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(Designation)

For and on behalf of North Eastern Development Finance Corporation Ltd

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(Designation)