

# Treasury Consulting LLP Non-Disclosure Agreement (NDA)

**Treasury Consulting LLP** 

### **Non-Disclosure Agreement (NDA)**



In the course of serving you as an individual client, Corporate, Institutional client, Hedge Fund or Financial Institution **Treasury Consulting LLP** may obtain Professional information about you. Obtaining this information is important to our ability to deliver the highest level of service to you, but we also recognize that you expect us to treat this information appropriately. **Treasury Consulting LLP** committed to serve you in a highly integrated Professional matter which includes Products, Services and Consulting agreements. Enclosed refer our **Non-Disclosure Agreement (NDA)** to be sign between **Treasury Consulting LLP** and Client.

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#### Non-Disclosure Agreement (NDA) Between

#### **Treasury Consulting LLP**

(Recipient Party)

And

Client Name

(Disclosing Party)

Treasury Consulting LLP (India) – SH Block 9/144, New Moti Nagar, New Delhi – 110015 (India) Treasury Consulting Pte Limited (Singapore)

#### THE PARTIES AGREE AS FOLLOWS:

- 1. The **Disclosing Party** and **Recipient Party** are to enter into discussions in respect of the **Treasury Consulting LLP (India, Global Subsidiaries of the Company) and associated projects by Treasury Consulting LLP from time to time as identified from time to time with reference to this Non-Disclosure Agreement amongst each other (the "<b>Project**").
- 2. In this Agreement: "Affiliate" means any subsidiary or holding company of a Party and any subsidiary of any such holding company "Confidential Information" means any information (whether oral, written or electronic) concerning a Party, any of its Affiliates or any of their business activities which is provided in connection with the Concept
- 3. "Party" means a party to this Agreement and "Representative" means a Party's agents, advisors, directors, officers, and employees, consultants, partners, Affiliates, actual or potential investors and actual or potential lenders.
- 4. In consideration of a Party ("Disclosing Party") supplying Confidential Information to the other Party ("Recipient Party"), the Receiving Party agrees that all Confidential Information will be held and treated by it and its Representatives in confidence and will not, except as provided in this Agreement be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and will not be used by the Receiving Party or its Representatives other than in connection with the Concept.
- 5. Each Receiving Party further agrees: (I) to disclose Confidential Information only to those Representatives who need to know the Confidential Information in connection with the Concept and who will be advised by the Receiving Party of this Agreement and (ii) that it shall be responsible for any breach of this Agreement by its Representatives.
- 6. Subject to paragraph 6 of this Agreement, the Parties agree that, without the prior written consent of the other Party, neither they nor their Representatives will disclose to any person the fact that the Confidential Information has been made available by either Party, that discussions or negotiations are taking place concerning the Concept or any of the terms, conditions or other facts with respect to the Concept, except as required by law.
- The following will not constitute Confidential Information for purposes of this Agreement:
   (a) information which is in the possession of the Receiving Party prior to its receipt from the Disclosing Party or

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A leading Asia Pacific Company having 8 Business Verticals, 44 Business Domains.

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- (b) information which is generally available or revealed to the public (other than as a direct or indirect result of any breach of this Agreement) or
- (c) information which is obtained by the Receiving Party from a third party who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information to the Receiving Party or
- (d) Information which the Receiving Party or its Representatives develop independently of the disclosure.
- 8. Neither Party shall be under any obligation to the other not expressly contained in this Agreement, including any obligation to proceed with the Concept, until definitive appropriate documentation has been executed.
- 9. All written and electronic Confidential Information and copies thereof (except routine backup copies created by electronic data process systems) will be destroyed or returned to the Disclosing Party promptly upon the request of the Disclosing Party unless the Receiving Party or its Representatives are required by any relevant law to retain the Confidential Information. Any portion of the Confidential Information so retained by the Receiving Party or its Representatives will continue to be subject to the terms of this Agreement.
- 10. Each Party acknowledges and agrees that damages would be an inadequate remedy for a breach by it or any of its representatives of this Agreement and therefore that the other Party shall be entitled to pursue equitable remedies (including, without limitation, injunctive relief and specific performance) in connection with any actual or threatened breach.
- 11. This Agreement may be executed in any number of counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same agreement.
- 12. This Agreement shall be governed by and construed in accordance with Local Jurisdiction law of the Subsidiary of Treasury Consulting LLP and may only be amended by a writing.
- 13. Both Parties agree that the Local Courts shall have exclusive jurisdiction to hear all claims or proceedings arising out of this Agreement, but accept that the other may take proceedings for injunctive or similar relief in the courts of any jurisdiction to restrain or prevent any breach of this Agreement by the other Party.

Signed By: Rahul Magan

(Chief Executive Officer, Treasury Consulting LLP)

For and on behalf of

**Treasury Consulting LLP** 

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### By: Rahul Magan

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