

**Non Disclosure Agreement**

This Non disclosure Undertaking is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ month in the year Two Thousand Seventeen, by (**Name of the interested commercial entity**) a company incorporated under Indian Companies Act, 1956 and having its registered office at (**Place**), hereinafter called as the First party, has been issued a request for proposal, hereinafter referred to as RFP, by **SBI Life Insurance Co Ltd**, a company incorporated under the laws of Indian Companies Act, 1956 and having its registered office at Mumbai, hereinafter referred to as the Second Party.

Whereas the second party has provided certain proprietary information, concerning its products, service, organization, decision processes, strategic business initiatives, technical infrastructure, working processes, delegation of responsibilities, project management, planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc. to the first party to facilitate response to the RFP.

Whereas the first party agreed to keep such information

confidential NOW, THEREFORE, in consideration thereof, the

First party agrees

1. to hold all Confidential Information received from the Second party in confidence for a period of three (3) years from the receipt of the Information. The First party will use such Information only for the purpose of responding to the RFP
2. to restrict disclosure of such Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Recipient will not disclose such Information to any third party without the prior written approval of the Second Party
3. to protect Information received from the second Party with at least the same degree of care as it normally exercised to protect its own proprietary information of similar nature
4. to ensure that their employees will not disclose any information so received even after they cease to be employees of the recipient. The recipient party shall ensure this by own internal agreements.
5. Further, the First Party shall indemnify Second Party and keep indemnified against any loss or damage that Second party may sustain on account of any leakage of confidential information pertaining to and supplied by the Second Party or on account of any violation of intellectual property, confidentiality, privacy, patents, trademark etc., by the First Party in respect of any Intellectual Property, practices, hardware, software, systems, process, technologies, etc in whatever manner described.

**IN WITNESS THEREOF**, the second party has caused this undertaking to be executed as of the date set forth above.RFP

<Interested Applicant>

By Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Company Seal:

Authorised Signatory: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Date: \_\_\_\_\_