

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
MADE ON THIS THE _____ DAY OF _____, 2026.

: BETWEEN :

DARUL SADAQAH CHARITY FOUNDATION, (PAN : AALCD4404H)
(CIN : U94910PN2025NPL238475), a section 8 company, registered
under the Companies Act, 2013, having its registered office at, Office
No.1, First Floor, Kumar Pavilion, House No.2424, East Street, Camp,
Pune 411001, email : _____, through its Director
_____, Age About _____ Years, Occupation : Business,
PAN : _____, Residing at : _____.

Hereinafter referred to as "**THE DISCLOSING PARTY**". (Which
expression shall unless repugnant to the context or meaning thereof,
include its Director's, Managing Directors, Executives, all key
managerial persons, trustees, assignees, etc.,)

.....OF THE ONE PART;

: AND :

_____, (Registration No._____)
(PAN : _____) a Charitable Trust / NGO / Company / Waqf
incorporated under the _____ and having its registered office
at, _____, email : _____, through
its _____,

Hereinafter referred to as "**THE RECIPIENT**". (Which expression shall
unless repugnant to the context or meaning thereof, include its
Director's, Managing Directors, Executives, all key managerial
persons, trustees, employees, partners, assignees, etc.,)

.....OF THE OTHER PART;

WHEREAS this Agreement is intended to facilitate the disclosure of
confidential information in furtherance of the discussion and negotiation
with each other for Purpose of entering into a potential business
arrangement in relation to _____, hereinafter referred
as "Proposed Transaction / Project"). In order to complete purpose
transaction the Recipient Party shall use the Confidential Information
solely in furtherance of the Purpose.

AND WHEREAS, each Party wishes to share, use and review such Confidential Information of the other for the sole purpose of fulfilment of their terms agreement agreed herein for Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREES AS FOLLOWS :

A. INTERPRETATION CLAUSE :

1.1 CONFIDENTIAL INFORMATION : means all non public, confidential or proprietary information, whether oral, visual, written or in any other physical or electronic form relating to the business, operations, assets, finances and technical know to the Disclosing Party (including, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party, any documents or electronic file) disclosed directly in writing or electronically by the Disclosing Party or any of its advisers or representatives to the Recipient after the date of this Agreement related to the proposed transaction / Project and whether marked or not as "confidential" on its cover.

1.2 INFORMATION IS NOT CONFIDENTIAL INFORMATION IF :

- (a) It is, or becomes, available to the public other than as result of the information disclosed in violation of this Agreement;
- (b) the Recipient received the information from a source that is not connected with the Disclosing Party;
- (c) the information was already known or in lawful possession of the Recipient before its disclosure by the Disclosing Party or its advisers or representatives to the Recipient; or
- (d) it was or is developed by the Recipient independently of, and without reference to, the Confidential Information.

2. **PERSONAL DATA :** means any information related to an identified or identifiable data of individual personal details, residence, health, financial status, etc. or of Legal entity, an identifiable natural legal person can be identified directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information; examples of attributes that can be used to identify an identifiable data subject include, without limitation, their name, identification number, location data, online identifier, metadata, and factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
3. The following rules of interpretation apply in this Agreement :—
 - (a) clause headings do not affect the interpretation of this Agreement;
 - (b) unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular;
 - (c) a reference to a Party shall include that Party's successors, permitted assigns and permitted transferees;
 - (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - (e) unless the context otherwise requires, a reference to a "Clause" is to a clause of this Agreement; and
 - (f) any words following the terms including, include, in particular, for example or similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

B. CONFIDENTIALITY UNDERTAKING : Except as permitted by this Agreement, the Recipient agrees that,

- (i) The Recipient shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and

Personal Data, confidential materials of the Disclosing Party with any third party except in connection with the Proposed Transaction.

- (ii) shall not reveal Confidential Information to any person without the consent of the Disclosing Party other than to the Permitted Recipient's, and,
- (iii) shall use the Confidential Information only for the proposes transaction / purpose of evaluating, processing and administering the Project.
- (iv) shall procure that none of the Permitted Recipients shall disclose any of the Confidential Information to any third party and it shall not be required to apply greater security measures and degrees of care to the Confidential Information than the security measures and degree of care as it applies to its own confidential information.

C. PERMITTED DISCLOSURE : The Recipient may disclose the Confidential Information only to the Recipient's employees and consultants on a need-to-know basis. The Recipient shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Recipient to enforce all the provisions of this Agreement.

D. MANDATORY DISCLOSURE : The Recipient Party may disclose Confidential Information in connection with, any action, rule, decree or an order of any court or tribunal or any regulatory, judicial, governmental or similar body or any taxation authority, to the extent such disclosure is required by law, rule, regulation or legal process,

Provided that, in such case, the Recipient Party will inform immediately to the Disclosing Party before sharing it in order to assert its Privileges and Immunities, if applicable.

E. DECLARATION AND ASSURANCE BY RECIPIENT :

- (i) The Recipient shall protect the confidentiality of each other's Confidential Information in the same manner as it protect the confidentiality of it's own proprietary and confidential information of similar nature. Each Party, while

acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

- (ii) Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent.
- (iii) Within seven 7 days of a written request by the Disclosing Party, the Recipient shall return / destroy (as may be requested / directed in writing by the Disclosing Party or upon expiry and / or termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Recipient as Confidential Information and Personal Information. The Recipient shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
- (iv) Recipient shall not use the name, trademarks, proprietary words or symbols of disclosing party or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
- (v) Recipient agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable loss and injury for which it would have no adequate remedy at law and further agrees that the Disclosing Party shall be entitled to obtain immediately injunctive relief prohibiting such violation with damages, in addition to unliquidated damages, any other rights and remedies available to it at law or in equity.

- (vi) The Recipient shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- (vii) Recipient agree that by virtue of the Parties entering into this Agreement disclosing Party is not obligated to disclose all or any of the Confidential Information to the recipient as stated in this Agreement. The Disclosing Party reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
- (viii) Recipient Party shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the disclosing Party's prior written consent.
- (ix) This Agreement may be amended only by a written agreement signed by both Parties (or their authorised representatives), which makes specific reference to this Agreement.
- (x) The relationship between both the Parties to this Agreement shall be on a principal to principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the company, employees of company.

F. DURATION AND TERMINATION : Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the _____ years or shall be terminated by either Party by giving a thirty (30) days written notice in case Proposed Transaction would not be achieved.

PROVIDED THAT, Upon expiry or termination of the Agreement, any Confidential Information with Recipient shall be returned to the Disclosing Party immediately and/or it shall be permanently deleted and the information of proposed transaction / project shall permanently remain confidential, and the receipt shall not start the same project under any other name and scheme. The Recipient Party will inform accordingly.

- G. NOTICES :** All notices, requests and other communications made under this Agreement shall be in writing by an authorized officer of each Party for any notice to be made or delivered under or in connection with this Agreement, on the above mentioned address, or any substitute address, e-mail address, or department or officer as may be notified to the other Party by not less than seven (7) days' notice.
- H. DISPUTE RESOLUTION :** The Agreement shall be governed by the Laws of India. Both parties irrevocably submit Courts of law at Pune shall have exclusive jurisdiction over any disputes arising under this agreement, for any action or proceeding regarding this Agreement, all dispute/s or claim/s arising out of or in connection herewith, or the breach, termination or invalidity thereof, etc., in accordance with the provisions of appropriate law.
- I. SEVERABILITY :** If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- J. COUNTERPART :** This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO
SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND
YEAR FIRST HEREIN ABOVE WRITTEN.**

Signed, sealed and delivered by the within named –
DISCLOSING PARTY.

PHOTO	THUMB	SIGNATURE
MR._____		

Signed, sealed and delivered by the within named – **THE RECIPIENT**

PHOTO	THUMB	SIGNATURE
MR._____		

In presence of the following
within named **WITNESSES**:

1.

Sign : _____

Name : _____

Add : _____

2.

Sign : _____

Name : _____

Add : _____