

**This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made on ..... 2020 between**

**CIM Financial Services Ltd**, a company incorporated under the laws of Mauritius with BRN C07057494 and having its registered office at Cnr Edith Cavell & Mère Barthélemy Streets, Port-Louis, 11302, Mauritius (hereinafter referred as "Cim");

**and**

....., a company incorporated under the laws of ..... and having its registered office at ..... (hereinafter referred as "Recipient").

Cim and the Recipient are hereinafter referred to individually as a "Party" and collectively as "Parties".

**Recitals:**

**A.** Cim has agreed to provide the Recipient certain information in connection with the 'Request for proposal – services regarding the certification of milestones for a core lending system implementation' (hereinafter referred as the "Information").

**B.** The information that includes Cim’s past, present and future development, business activities, products, services, intellectual property and technical knowledge, and either has been identified as confidential or is of such a nature (or has been disclosed in such a way) that any reasonable person in a similar position would view it as such, shall be deemed to be "Confidential Information" whether not so marked or designated.

**C.** Cim wishes to ensure that Confidential Information revealed to the Recipient remains confidential and is not used by the Recipient for any purpose other than in connection with the purpose set out in this Agreement.

**D.** In consideration of Cim disclosing to the Recipient the Confidential Information, the Recipient and Cim have agreed to the terms set out below.

**The Parties confirm the above recitals and hereby agree that:**

**1.** The Recipient hereby agrees and undertakes that it shall use the Confidential Information disclosed only in connection with and for the purposes set out in this Agreement and shall treat all Confidential Information given or made known to it as strictly confidential and shall hold the Confidential Information in safe custody and take all reasonable precautions to safeguard the Confidential Information so as to prevent any unauthorised person to have access to the Confidential Information.

**2.** The Recipient further agrees and undertakes that it shall not disclose, copy, reproduce, distribute or supply the same, in whole or in part any Confidential Information to any person without the prior written consent of Cim and shall take the same degree of care with which it treats and protects its own proprietary information against public disclosure, and shall not use any Confidential Information for its own benefit or that of any third party for any other purpose. The Recipient may not, without the prior written consent of Cim (such consent not to be unreasonably withheld) or except as provided in this Agreement, disclose any Confidential Information to any third party.

**3.** The Recipient is not authorised to use the name, logo, trademarks of Cim in connection with any advertising, publicity or marketing or promotional materials or activities without the prior written consent of Cim and except as agreed with Cim.

**4.** Any Confidential Information disclosed under this Agreement shall remain at all times the property of Cim. No licence or other rights in or to the materials disclosed is granted by this Agreement.

**5.** The Recipient hereby accepts responsibility for the observance of similar confidentiality obligations as set out in this Agreement by their representatives, employees or agents as the case may be and shall procure that its representatives, employees or agents shall comply with the provisions of the Agreement.

**6.** For the purpose of this Agreement, the expression "Confidential Information" shall not include any information which:

(i) becomes publicly available through no default of any person;

(ii) is related to and released by Cim in writing or becomes available on a non-confidential basis from a source other than Cim;

(iii) is lawfully obtained from any third party without restriction;

(iv) can be proven to have been known or obtained by the Recipient prior to receipt of the Confidential Information or developed by the Recipient without reference to the Confidential Information;

(v) needs to be disclosed to the relevant Mauritian authority or is required to be disclosed by the laws of Mauritius or by court order.

**7.** The obligations of the Recipient under this Agreement shall continue to be valid and enforceable unless otherwise released by Cim in writing and shall survive termination of the Agreement. The indemnity provisions and the confidentiality obligations contained in this Agreement shall survive the termination thereof.

**8.** Nothing in this Agreement shall be construed as constituting an exclusive arrangement between the Parties and the Parties shall remain free to enter into any negotiations with third parties. Each Party shall remain free to use in the course of its business its general knowledge, skills and experience.

**9.** In the event that the services of the Recipient is terminated for any reason or upon reasonable request of either Party or on completion of purpose of this Agreement, the Recipient agrees, undertakes and covenants with Cim to immediately return to it all information, data, materials, records and documents in its possession in hard and/or soft copy, obtained by the Recipient in connection with and for the purpose set out in this Agreement. The Recipient shall, upon request by Cim, erase and destroy any Confidential Information or any back up thereof.

**10.** The Recipient further acknowledges the confidential nature of the Confidential Information and the damages, prejudice and/or any commercial losses that may result to Cim if information contained therein is disclosed in breach of the obligations contained in this Agreement. The Recipient acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that Cim may have against the Recipient, Cim shall be entitled, without proof of special damage, to a restraining order, preliminary injunction, injunction, specific performance and other equitable relief so as to enforce the terms of this Agreement or prevent, cure or reduce the adverse effect of any threatened or actual breach of the provisions of this Agreement.

**11.** The Recipient shall further indemnify Cim for any loss, damage and from and against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities whatsoever suffered by Cim as a consequence of any breach of the Agreement.

**12.** This Agreement is the only and exclusive agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all prior or contemporaneous representations, promises, inducements, proposals, discussions and other communications.

**13.** If any clause or term of this Agreement becomes invalid, unenforceable or illegal in any respect under the law, the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

**14.** Any and all amendments or modifications to this Agreement shall be mutually agreed, in writing and signed by the authorised representatives of the Parties.

**15.** This Agreement may be executed in any number of counterparts and delivered by means of facsimile transmission or otherwise, and each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

**16.** The Parties acknowledge and agree that each of them shall comply with their respective obligations under applicable data protection legislation.

**17.** This Agreement shall be governed as to validity, construction, and performance by the laws of the Republic of Mauritius. The Courts of the Republic of Mauritius shall have exclusive jurisdiction to decide on any controversy or claim arising under this Agreement.

**In witness whereof** this Agreement has been entered into in two (2) originals, of which each Party has retained one, on the date and year first written above.

**For and on behalf of CIM Financial Services Ltd**

Signature:.....  
Name: .....  
Position: .....

Signature:.....  
Name: .....  
Position: .....

**For and on behalf of .....**

Signature:.....  
Name: .....  
Position: .....

Signature:.....  
Name: .....  
Position: .....