

NON-DISCLOSURE AGREEMENT FOR VENDORS

This Agreement between, **Transmission Corporation of Andhra Pradesh Ltd.("APTRANSCO")**, **Vidyut Soudha, Gunadala, Vijayawada, 520004** as **the Client Department**

And

M/s

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WHEREAS, for the objective stated in Engagement letter ("Purpose"), the entire listed above (collectively referred as the "Parties" and individually referred to as "Party") have determined to establish terms governing the use and protection of Confidential Information belonging to or disclosed by any one party ("Owner") that another party who originally received it from owner (each party directly or indirectly receiving such confidential Information, a "Recipient/Vendor" thereof),

For purposes of this Agreement, the party that owns and/or discloses confidential information is hereinafter referred as the "Disclosing Party" and the party that receives and or accesses Confidential Information hereunder is referred to as "Recipient/Vendor."

- 1. **Definition:** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form tangible form, orally or visually (Subsequently reduced to writing) (i) that has been marked as confidential; (ii) whose confidential nature has been made know by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

PROPRIETARY CONFIDENTIAL INFORMATION

For purposes of this Agreement, "**Proprietary Confidential Information**" shall mean all such and any information with respect to the Source Code /software /Generic Information or all such other materials as have been disclosed by **Client Department** to the, including but without limitation information relating to manufacturing

processes, products, technology, processes, specifications, programs, models, financial information and projections, formulae, data, know-how, developments, designs, improvements, software programs.

2. **Exclusions:** Confidential Information does not include information, which;
(i) is in Recipient's possession at the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party.
3. **Use Limitations:** Recipient agrees not to use the Confidential Information for its own use or for any purpose except for the purpose expressly set forth above. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.
4. **Non-Disclosure:** Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purpose described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, the Recipient will use all reasonable efforts to notify Disclosing Party of the Obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own Confidential Information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient may become aware.
5. **Third Party Information:** Neither party shall communicate any Information to the other in violation of the proprietary rights of any third party.
6. **Return of Materials:** Any materials or documents of Disclosing party which are Furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business

relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or(ii) destroyed by Recipient (with Recipient Providing written certification of such destruction).

7. **No License:** The confidential Information shall remain the sole property of the Disclosing Party. No license is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.
8. **Remedies:** Recipient understands and agrees that the Disclosing Party is providing the confidential Information to the Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by breach of this Agreement by Recipient or any of its Officer, directors, employees or consultants. Recipient acknowledges and agree that a breach of any of its promises or Agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no Adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction sand specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.
9. **Attorneys' fees, jurisdiction/venue:** In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fee and all costs of proceedings incurred in enforcing this Agreement. The High Court of Judicature at Amaravati for the States of Andhra Pradesh, India shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement.
10. **Termination & Survival:** This Agreement will become effective as of the date first mentioned herein above and will continue to be in force for a period of thereafter. Recipient's obligations under this Agreement with respect to Confidential Information it has received shall continue for a period of after such disclosure.
11. **General:** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other Oral or Written representations and understandings. This Agreement may be amended or modified only in writing signed by authorized representatives of the parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such

unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to amend in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties.

12. Notices: All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed. Given up on the earlier of actual receipt one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first above written.

For < Vendor Name >	For (AP TRANSCO)
Signature: _____	Signature: _____
Name:	Name:
Title: _____	Title:
Date: _____	Date: _____