



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA04224867016181S
Certificate Issued Date : 23-Dec-2020 03:11 PM
Account Reference : NONACC (BK)/ kakscub08/ HAMPANKATTA/ KA-DK
Unique Doc. Reference : SUBIN-KAKAKSCUB0894823979221884S
Purchased by : ST ALOYSIUS COLLEGE AUTONOMOUS
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : ST ALOYSIUS COLLEGE AUTONOMOUS
Second Party : KPMG GLOBAL SERVICES PVT LTD
Stamp Duty Paid By : ST ALOYSIUS COLLEGE AUTONOMOUS
Stamp Duty Amount (Rs.) : 100
 (One Hundred only)

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For THE MANGALUR CATHO
 CO-OPERATIVE BANK LTD
 Authorized signatories
 23-DEC-2020 03:11 PM

Please write or type below this line

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into as of 23rd of December, by and between

St Aloysius College, Autonomous, having its principal/ registered office at **St Aloysius College Road, Mangaluru, Karnataka, India**, represented by Rev Dr Praveen Martis (hereinafter referred to as "the Receiving Party" which expression, unless it be repugnant to the context or meaning thereof, shall include his successors and permitted assigns)

Praveen Martis
 PRINCIPAL

St. Aloysius College (Autonomous)
 Mangaluru

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shicilstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

KPMG Global Services Pvt Ltd registered having its principal/Registered office at **Building No. 10, Tower – C, 6th Floor, DLF Cyber City, DLF Phase – II, Gurgaon 122002** (hereinafter referred to as "the Disclosing Party" which expression, unless it be repugnant to the context or meaning thereof, shall include its successors and assigns and Affiliates, for the purpose of this an Affiliate shall mean and include other member firms or sub-licensees of KPMG Network and/or their controlled parties)

KPMG Global Services Pvt Ltd and **St Aloysius College, Autonomous** are individually referred as "Party", and collectively as "Parties".

1. Purpose. The Disclosing Party proposes to engage the Receiving Party who has expertise in providing quality education to the students in and around Mangalore for more than 140 years. The Disclosing Party may disclose to the Receiving Party its Confidential Information as defined below on the terms and conditions of this Agreement

2. "Confidential Information" means any information disclosed, by the Disclosing Party to the Receiving Party, including but not limited to completed questionnaires, the business or affairs (including but without limitation) prospective business, technical processes, finances, designs, inventions, lists of clients and suppliers), plans, designs, drawings, formulae, correspondence, specifications, price lists, lists of customers and suppliers and all other documents, papers. Information communicated orally shall also be considered Confidential Information.

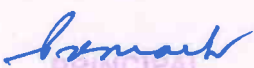
3. Non-use and Non-disclosure.

(a) The Receiving Party agrees to use the Confidential Information only for the Purpose and not for any other purpose. The Receiving Party agrees not to disclose any Confidential Information in whole or in part to any third parties or to such party's Directors, officers, employees, except to those employees of the Receiving Party who are strictly required to have the Confidential Information in relation to the Purpose. The Receiving Party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects which embody the Confidential Information, and which are provided to the Receiving Party hereunder.

(b) Except for an announcement or disclosure of Confidentiality Information required by law or by any judicial, administrative, supervisory or regulatory body with whose rules, regulations, orders or similar mandates necessary for Receiving Party to comply (and in which case the Receiving Party shall inform Disclosing Party as promptly as practicable), the Receiving Party shall not, and shall direct its Representatives not to, make any announcements or disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction in respect of the or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. Similarly, interest of Receiving Party in a possible transaction related to the Disclosing Party will not be disclosed to any third party.

(c) The Receiving Party will not have any rights to use in any manner whatsoever the intellectual property including trademarks, service marks and logos of Company*. The Receiving Party shall not issue any press release, interview or other public statement regarding this Agreement or the parties' relationship. The Receiving Party shall not use the name or logo of Company* for any of its marketing, publication or presentation activities whatsoever.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures as approved by Disclosing Party to protect the secrecy of and avoid disclosure and unauthorized use,


Principal,
St. Aloysius College (Autonomous)
Mangalore - 5

destruction of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly Confidential Information and shall ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party, its employees, officers, affiliates, etc shall not make any copies, take photographs, make notes or recordings of the Confidential Information of the Disclosing Party unless the same are previously approved in writing by the Disclosing Party.

5. Effective Date This Agreement shall be effective from the date of execution and shall continue for one (1) year. The confidentiality obligations of the Receiving Party hereunder shall survive any termination or expiration of this Agreement.

6. No Obligation. The Disclosing Party shall be under no obligation to disclose to the Receiving Party any additional documents, papers or Confidential Information save and except what the Disclosing Party in its sole discretion deems necessary for the purpose of the availing the said services.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS TITLE, ACCURACY, COMPLETENESS AND FITNESS FOR PURPOSE.

8. Return of Materials. All Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned or destroyed by the Receiving Party upon Disclosing Party's written request or termination/expiration of the Agreement whichever is earlier.

9. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, mark work right or copyright of the other party, license nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

10. Remedies. The Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

11. The Receiving Party hereby agrees and confirms that it shall be acting in capacity of a principal and not as an advisor, agent or broker of Disclosing Party.

12. Indemnity: Receiving Party agrees to indemnify and hold harmless the Disclosing Party, its group companies/affiliates, customers and current, future and former officers, partners, directors, employees, agents, successors and assigns on demand from and against all claims, liabilities, costs and suits, actions, demands, , losses, damages, judgments, settlements, awards, charges, penalties, interest claims, internal and external cost of investigation, litigations and expenses (including legal expenses relating to any actions, proceedings and claims brought or threatened) of whatsoever nature and howsoever described arising out of or in connection with Receiving Party's acts, omissions or any breach by Receiving Party or its representatives, employees etc of the terms and conditions of this Agreement.

13. Miscellaneous:

Bremark

St. Mary's College (Autonomous)
Kannur