

FINANCIAL INFORMATION NON-DISCLOSURE AGREEMENT

This financial information non-disclosure agreement (the '**Agreement**') is made on this ____ Day of ____, 2025 at _____ **TOURISM FINANCE CORPORATION OF INDIA LTD.**, a Company established under the Companies Act 1956 and having its Registered office at Tower-1, 4th Floor, NBCC Plaza, Pushp Vihar Sector 5, Saket, New Delhi 110017 (hereinafter referred as the "**Disclosing Party**"), which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of **the First Part**;

AND

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to the "**Receiving Party**"), which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of **the Second Part**.

Disclosing Party and Receiving Party are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Parties are discussing a potential business transaction (hereinafter referred to as the "**Transaction**") where the Disclosing Party may

seek the services of the Receiving Party to explore assignment of NPA accounts to the Receiving Party.

- B. Disclosing Party, during the course of the Transaction, would provide certain information to the Receiving Party to enable it to evaluate the Transaction on the basis of certain criteria/parameters as deemed fit by it.
- C. The Disclosing Party intends to prevent the unauthorized disclosure of Confidential Information (as defined below) in furtherance of the Transaction.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **"Confidential Information"**, as that term is used herein, shall mean, without limitation, all information, financial records, tax records, sales revenues, forecasts, accounting records, investment holdings, wages or income information, or any other financial information or document, plans, disclosures and written statements disclosed by the Disclosing Party to the Receiving Party including but not limited to current, future or proposed projects, services, business operations methodology and processes, customers, customer lists, employees, contracts, strategic relationships, sales, merchandising and marketing plans and other business information conveyed in writing or in discussion that is indicated to be confidential.

2. The disclosure of the Confidential Information by the Disclosing Party to the Receiving Party shall be subject to the following undertakings by the Receiving Party:
 - a) to hold the Confidential Information as strictly confidential and not disclose the same or any portion thereof, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party.
 - b) ensure that the Confidential Information is shared with the Directors/ Partners /Employees of the Receiving Party on a strictly need-to-know basis. For absolute clarity, it is stated that the Confidential Information shall not be disclosed by the Receiving Party to any individual other than the Directors/Partners/Employees who would be working on the Transaction.
 - c) The Confidential Information shall be used for the purpose of execution of the Transaction and shall be returned, wherever possible, to the Disclosing Party immediately upon request if proposal does not materialize or destroyed as per written instructions of the Disclosing Party in this regard.
 - d) The Receiving Party shall not make or permit to be made copies or other reproductions of the Confidential Information or make any commercial use of the same.

3. Notwithstanding anything contained herein, the obligation of confidentiality of the Receiving Party under this Agreement shall not apply to the Confidential Information or any part thereof which:
 - a) has become public knowledge through no breach of this Agreement, or;

- b) can be shown reasonably as being in the Receiving Party's possession at the time of disclosure by the Disclosing Party; or
 - c) the disclosure of which is required by any law for the time being in force or any regulatory/ judicial/ Quasi-Judicial/ legislative order/ warrant/ notice etc.
 - d) becomes known to the Receiving Party from a source other than the Disclosing Party;
 - e) is independently developed by the Receiving Party.
 - f) the Disclosing Party agrees in writing that it may be disclosed.
4. This Agreement shall be effective from the date hereof. This Agreement is intended to cover Confidential Information disclosed by the Disclosing Party to the Receiving Party subsequent to the date hereof. Obligations under this Agreement shall terminate within One (1) year following the date of this Agreement.
5. The Receiving Party acknowledges/confirms that breach of this Agreement/ disclosure of Confidential Information provided by the Disclosing Party, would cause significant damage/loss to the Disclosing Party. The Disclosing Party may seek Permanent Injunction from a Court of appropriate jurisdiction. The Disclosing Party shall also claim compensation from the Receiving Party for the damages caused to it due to the breach.
6. This Agreement shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of courts in Delhi only.
7. This Agreement shall be binding upon and inure to the benefit of each Party's respective successor and lawful assigns; provided, however, that neither Party may assign this Agreement (whether by operation of law,

sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other Party. Any attempted assignment in violation of this section shall be deemed null and void.

8. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. This Agreement is on a principal-to-principal basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationships of principal and agent or master and servant, or employer and employee between the Parties.
10. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both the Parties.
11. Notices- Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address given below:

(Disclosing Party)	(Receiving Party)
To, TOURISM FINANCE CORPORATION OF INDIA LTD., Tower-1, 4th Floor, NBCC Plaza, Pushp Vihar Sector 5, Saket, New Delhi 110017	To,

IN WITNESS WHEREOF THE Parties hereto have executed these presents the day and year first hereinabove written.

Signed and delivered on behalf
of Disclosing Party

Signed and delivered on behalf
of **Receiving Party**