



PEOPLE TO PEOPLE HEALTH FOUNDATION

E-45, Second Floor, Lajpat Nagar, New Delhi - 110 024
www.pphfglobal.org
connect@pphfglobal.org +91 11 4243 2793

CONFIDENTIALITY AGREEMENT

In connection with discussions relating to a possible partnership in health sector programs or activities ("Transaction")

.....(name, address, Email id and contact no of other party) and **People to People Health Foundation** with offices located at E 45, Second Floor, Lajpat Nagar, New Delhi - 110024, India, each party (as such, "Disclosing Party") is furnishing the other (as such, "Receiving Party"-each party may act as a Disclosing Party or a Receiving Party depending on the context of disclosure) with certain information, which is either non-public, confidential or proprietary in nature. This information, whether provided by Disclosing Party or its affiliates or its or their agents, representatives, directors or employees (collectively, "Representatives") together with analyses, compilations, studies or other documents prepared by the Receiving Party or Representatives which contain or otherwise reflect such information is hereinafter referred to as the "Confidential Information". In consideration of each party furnishing the other with the Confidential Information, the parties agree that:

1. The Confidential Information will be kept confidential and will not, without the prior written consent of Disclosing Party, be disclosed by the Receiving Party or by its Representatives to any third party (other than the Receiving Party's Representatives) and will not be used by the Receiving Party for any purpose other than the evaluation of a Transaction. In particular the Confidential Information shall not be used by the Receiving Party to further improve or develop any of its products or services. Moreover, the Receiving Party agrees to disclose Confidential Information only to its Representatives who have a need to know the Confidential Information for the purpose of evaluating a Transaction and who are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations of the Receiving Party hereunder. The Receiving Party will be responsible for any breach of this Agreement by the Receiving Party's Representatives.
2. Without Disclosing Party's prior written consent, neither the Receiving Party nor its Representatives may disclose to any person the fact that the Confidential Information has been made available, that discussions or negotiations are taking place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to such possible Transaction (including, without limitation, the status thereof).
3. The Confidential Information, except for that portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives will be destroyed or returned to Disclosing Party upon Disclosing Party's request. That portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives will be destroyed by the Receiving Party upon Disclosing Party's request and

the Receiving Party will confirm such destruction to Disclosing Party in writing. Nothing in this paragraph will require the Receiving Party to return or destroy Information which: (i) it must retain under any applicable law, rule or regulation, including the rules of a professional body, (ii) is contained within board level papers; or (iii) is preserved or recorded within any computerized data storage device or component (including any hard-drive or database) or saved automatically to its standard back-up or archival systems, but such Information will remain subject to the terms of this Agreement.

4. The provisions of this Agreement will not apply to such portions of the Confidential Information which (i) are or become generally available to the public through no fault of the Receiving Party or its Representatives, (ii) become available to the Receiving Party on a nonconfidential basis from a source, other than Disclosing Party or Representatives, which source is not, to the Receiving Party's knowledge, prohibited from disclosing such portions to the Receiving Party by a contractual, legal or fiduciary obligation to Disclosing Party, (iii) were already known to the Receiving Party at the time of disclosure, or (iv) are developed independently by the Receiving Party without use of the Confidential Information.
5. Notwithstanding anything to the contrary herein, the Receiving Party will not be in violation of this Agreement with regard to a disclosure that was legally compelled, provided that the Receiving Party will provide Disclosing Party with prompt notice so that Disclosing Party may seek a protective order or other appropriate remedy and will cooperate with Disclosing Party as Disclosing Party may reasonably request with respect to Disclosing Party's efforts to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information which the Receiving Party reasonably believes to be legally required.
6. Except as may be set forth in a definitive executed agreement relating to a Transaction, each party acknowledges and agrees that neither party is under any legal obligation of any kind with respect to any Transaction by virtue of this or any written or oral expression with respect to a Transaction by any of its Representatives.
7. Nothing in this Agreement will be deemed to limit or restrict either party from pursuing, alone or in conjunction with others, any business or activity, whether similar to or competitive with the Transaction, provided such party does not use Confidential Information of the other party in the conduct of such business or activity.
8. Notwithstanding any earlier termination of discussions between the parties in relation to a Transaction this Agreement and the respective obligations of the parties hereunder shall continue for a period of three (3) years from the date of the later of the signatures on this Agreement. To the extent that any of the Confidential Information disclosed hereunder is also a trade secret, the undertakings and obligations set forth herein will survive the



PEOPLE TO PEOPLE HEALTH FOUNDATION

E-45, Second Floor, Lajpat Nagar, New Delhi - 110 024
www.pphfglobal.org
connect@pphfglobal.org +91 11 4243 2793

termination of this Agreement for whatever reason for so long as the information disclosed qualifies as a trade secret under the requirements of the applicable law.

- Each Party acknowledges that its breach of this Agreement will cause Disclosing Party irreparable damage and hereby agrees that, in the event of any breach or threatened breach of this Agreement by the Receiving Party, Disclosing Party shall be entitled to seek specific performance and injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.
- This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to the conflicts of law principles thereof.

Accepted and Agreed:

Accepted and Agreed:

People to People Health Foundation, New Delhi

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: