**[TO BE PRINTED BY THE COUNTER PARTY ON THE STAMP PAPER OF APPROPRIATE AMOUNT (INR 600) AS PER THE STAMP ACT APPLICABLE TO THE STATE OF EXECUTION.**

**COUNTER PARTY IS REQUESTED TO PROCURE THE APPROPRIATE STAMP PAPER]**

**Date: [●]**

**Name**

**Address**

**Attention:**

1. The National Company Law Tribunal, Hyderabad Bench (“**NCLT**”) by its order dated 13 March 2018 (“**Order**”), ordered the commencement of corporate insolvency resolution process (“**CIRP**”) in respect of Sevenhills Healthcare Private Limited (“**Company**” or “**We**” or “**Disclosing Party**” as the context may require and shall include the RP (as defined below) and any officers, and / or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”) Pursuant to the Order and in accordance with section 16 of the IBC, Mr. Abhilash Lal, an insolvency professional (bearing IP Registration number IBBI/IPA-001/IP-P00344/2017-2018/10645) has been appointed as the resolution professional (“**RP**”) in respect of the Company. In accordance with section 17(1)(b) of the IBC, the powers of the board of directors of the Company are suspended and such powers were vested with the RP from the date of the Order.
2. We understand that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Receiving Party**” or “**you / your**”) are desirous of obtaining the information memorandum and other relevant information in relation to the Company with the objective of proposing a resolution plan in relation to the Company, in accordance with the provisions of the IBC (“**proposed Resolution Plan**” or “**Transaction**”). Accordingly, the Company, acting through its RP, is prepared to furnish you and your directors, officers, and / or advisors including, without limitation, duly authorized attorneys, accountants and financial advisors who:
   1. need to know such information for the sole purpose of preparing the proposed Resolution Plan;
   2. who agree to keep such information confidential in accordance with this confidentiality undertaking (“**Agreement**”);
   3. who are provided with a copy of this Agreement;
   4. who have agreed, in writing and in such form and manner acceptable to the Disclosing Party, to be bound by the terms contained herein to the same extent as if they were parties hereto; and
   5. who have confirmed that they have no conflict with the Disclosing Party,

but not, without the Disclosing Party's prior written consent, providers of finance under the proposed Resolution Plan, with such confidential information being the information memorandum and any other information provided by or on behalf of the Company to you including information concerning the business, financial condition, operations, assets and liabilities of the Company. The persons satisfying the criteria specified in sub-paragraphs (i) to (v) above shall be referred to as the "**Representatives**". You shall keep a list of Representatives to whom any Evaluation Material is given and that list shall identify what Evaluation Material has been given to each such Representative. You shall make such list available to the Disclosing Party on demand. You will not share any Evaluation Material with any third party, including any Representatives, without first ensuring that your obligations under this Agreement are complied with.

1. The Company desires to assure the confidentiality of all information transmitted to you and your Representatives and to keep the nature, content and existence of all our discussions regarding the proposed Resolution Plan, confidential. As required as per the provisions of Section 29(2) of the IBC, Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and any other applicable provisions of law, and as a condition to such information being furnished to you and your Representatives, you agree to treat the information memorandum and all information concerning the Company (whether oral, on paper or computer disk or in electronic format; whether prepared by the Company, its advisors or other third party on behalf of the Company including the RP and / or its advisors) which has been or will be provided to you or to your Representatives by or on behalf of the Company (herein collectively referred to as the "**Evaluation Material**") as confidential in accordance with the provisions of this Agreement and any provision of applicable law, and to take or abstain from taking certain other actions set forth herein.
2. As used herein, the term "Evaluation Material" shall be deemed to include:
   1. all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries, reports and other materials which contain, reflect or are based upon, in whole or in part, any of such information;
   2. information about the proposed Resolution Plan, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred including the existence of this Agreement;
   3. information and details regarding the terms, conditions and structure of, and other facts relating to, the Company and / or the proposed Resolution Plan, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Company;
   4. any material, business method, business process, plan, marketing method, customer list, purchasing technique, supplier lists, advertising strategy, cost information, sales information, research data, financial data, business information, business plans, technology, inventions, intellectual property (whether registered or not), software, trade secret, know-how, and any non-public information that relates to the actual or anticipated business of the Disclosing Party, or of whatever nature, supplied to the Receiving Party or its Representatives by or on behalf of the Disclosing Party in any form or medium;
   5. any information acquired by observation by the Receiving Party or its Representatives, employees, agents or advisers at any office or other premises of the Disclosing Party related to the affairs of the Disclosing Party, and / or
   6. all reports, analyses, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by you or your Representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i), (ii), (iii), (iv) and / or (v) which is provided to you and / or your Representatives in connection with the proposed Resolution Plan.

The term "Evaluation Material" shall be deemed not to include information, which:

1. is or becomes generally available to the public other than as a result of a disclosure or wrongful act by you or your Representatives,
2. was known to you as evidenced by written documentation prior to it being disclosed to you by or on behalf of the Disclosing Party in connection with the proposed Resolution Plan, provided that the source of such information was not known by you or any of your Representatives, after reasonable inquiry and investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information, or
3. is received by you on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information.
4. You hereby agree that you and your Representatives shall use the Evaluation Material solely for the purpose of formulating the proposed Resolution Plan and the Evaluation Material will be kept confidential and will not be disclosed, reproduced, copied, distributed, disseminated, quoted, referred to, circulated or disclosed, in whole or in part, by you and your Representatives or otherwise made available to any person.

Provided, however, that:

* 1. you may make any disclosure of such Evaluation Material, which is approved for release in writing by the RP or any other officer of the Company expressly authorized in this regard, and
  2. any Evaluation Material may be disclosed to any of your Representatives subject to the conditions set out in the Agreement.

You and your Representatives shall exercise the same standard of care in respect of the security and safekeeping of Evaluation Material disclosed hereunder as you and your Representatives exercise in respect of your own confidential information. You shall be responsible for any breach of this Agreement by you and / or any of your Representatives, employees or employees of your Representatives. You also agree, at your sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom you have disclosed Evaluation Material, directly or indirectly, from disclosure or use of the Evaluation Material in violation of this Agreement. The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity. The Disclosing Party and Receiving Party are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Without the prior written consent of the Disclosing Party, you agree that neither you nor your Representatives will disclose:
   1. the fact that the Evaluation Material has been provided to you,
   2. that the proposed Resolution Plan is (or was) under consideration,
   3. that discussions or negotiations are taking place, have taken place, or will take place concerning the Transaction, or
   4. any of the terms, conditions or other information with respect thereto (including the status thereof),

to any other person unless, in the prior written opinion of your counsel, such disclosure is required by law and then only with as much prior written notice to the Disclosing Party as is practical under the circumstances. Without limiting the generality of the foregoing, you further agree that, without the prior written consent of the Disclosing Party, you will not, directly or indirectly, enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any other person regarding the Transaction.

1. Except with the prior written consent of the RP, you further agree that all communications (both written and oral) regarding the Evaluation Material and / or the proposed Resolution Plan, requests for additional information, and discussions or questions regarding procedures related to the Transaction, will be sent only to the Disclosing Party through the RP and / or authorized representatives of Alvarez & Marsal India Private Limited (who are assisting RP in discharging his duties as an RP) as authorized by RP and not directly to any of the Company’s affiliates or any of their respective directors, officers or employees.
2. In the event that you or any of your Representatives are required by law, regulation or any competent judicial, supervisory or regulatory body to disclose any of the Evaluation Material, you shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this Agreement. If, however in the opinion of your counsel, you or your Representative is nonetheless, in the absence of such order or waiver, compelled to disclose such Evaluation Material or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then you or your Representative may disclose only such portion of the Evaluation Material which, in the opinion of your counsel, you are compelled to disclose and will not oppose any action by the Disclosing Party to obtain reliable assurance that confidential treatment will be accorded the Evaluation Material. You will reasonably cooperate with the Disclosing Party in its efforts to obtain a protective order or other appropriate remedy that the Disclosing Party elects to seek to obtain, in its sole discretion.
3. If you decide that you do not wish to proceed further with formulating the proposed Resolution Plan, you will promptly notify the RP in writing of that decision. In that case, or at any time upon the request of the Disclosing Party for any reason or for no reason, you will promptly deliver to the Disclosing Party, at your own expense, all Evaluation Material (and all copies thereof) furnished to you or your Representatives by or on behalf of the Disclosing Party pursuant hereto. In the event of such a decision or request, all other Evaluation Material (including, without limitation, all documentation which includes any portion of the Evaluation Material) prepared by you or your Representatives shall be destroyed (and, if applicable, deleted from any computer, word processor or other device containing any Evaluation Material and belonging to us or any of our Representatives, including any documents, tapes, photographic material, computer storage media including archives and back-up data dumps and other information containing Evaluation Material) and no copy thereof shall be retained and you agree to certify in writing that such destruction has occurred. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder, which shall survive termination of this Agreement.
4. The Receiving Party understands and acknowledges that pursuant to the order of the NCLT dated 13 March 2018, the NCLT had commenced the CIRP of the Company and appointed the RP as the interim resolution professional who was subsequently appointed as the resolution professional by the committee of creditors. Neither the Disclosing Party nor the RP makes any representation or warranty, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Evaluation Material. Neither the Disclosing Party nor the RP shall, now or in future, have any liability to the Receiving Party or any other person resulting from Receiving Party’s use of the Evaluation Material. The Receiving Party also agrees and acknowledges that it is not entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Evaluation Material, whether for the purpose of formulation of the proposed Resolution Plan and / or otherwise in relation to the Company.
5. The Disclosing Party reserves the right to assign all of its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce all of the terms of this Agreement) to any person who enters into the Transaction contemplated by this Agreement. The Receiving Party shall not assign this Agreement.
6. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
7. In consideration of the Evaluation Material being furnished to you, you hereby agree that, during the continuance the CIRP and for a period of 1 year thereafter, neither you nor any of your affiliates will solicit to employ or employ any of the current officers or employees of the Disclosing Party, without obtaining the prior written consent of the Disclosing Party.
8. The Receiving Party further acknowledges that the proposed Resolution Plan formulated by it may be rejected by the committee of creditors and / or the NCLT and/ or any other adjudicating authority at any time.
9. It is further understood and agreed that any breach of this Agreement by the Receiving Party or any of its Representatives would result in irreparable harm to the Disclosing Party, that money damages would not be a sufficient remedy for any such breach of this Agreement and that the Disclosing Party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Receiving Party or any of its Representatives have breached this Agreement, then the Receiving Party shall be liable and pay to the Disclosing Party all legal fees, court fees and expenses (including court costs) incurred by the Disclosing Party in connection with such litigation, including any appeal therefrom.
10. Notwithstanding anything contained herein, you and your Representatives shall not divulge Evaluation Material or any confidential information of the Disclosing Party, which has been received during the course of the Agreement, to anybody, except as required aforesaid and this paragraph shall survive independent of expiry and / or termination of the Agreement.
11. You and your Representatives shall use the Evaluation Material solely for the purpose of evaluating and preparing the proposed Resolution Plan and shall not use any Evaluation Material to cause an undue gain or undue loss to yourself or any other person. You will comply with the requirements of the IBC and the rules and regulations prescribed thereunder, including, but not limited to, Section 29(2) of the IBC.
12. Ownership of the Evaluation Material, including all intellectual property rights and related rights (including, but not limited to, any moral rights) in the Evaluation Material or arising out of the use of the Evaluation Material shall at all times remain with the Disclosing Party. All improvements, derivatives, enhancements, modifications and recommendations to the Evaluation Material will also belong exclusively to the Disclosing Party, and the Receiving Party agrees to specifically convey and assign, and hereby do convey and assign to the Disclosing Party all right, title and interest in and to the same. The Receiving Party covenants and agrees to sign any papers and do all acts necessary to secure for the Disclosing Party and / or its successors or assigns, any and all rights, titles and interest in any such improvements, derivatives, enhancements, modifications and recommendations, including rights to any patent and copyright in any jurisdictions, during the term of this Agreement, or any time thereafter.
13. This Agreement shall be governed by and construed in accordance with the laws of India, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof. This Agreement may not be amended or terminated except pursuant to a written agreement duly executed between the Parties.
14. With respect to any action, suit or proceeding relating to this Agreement, you agree to submit to the non-exclusive jurisdiction of the courts of Mumbai.
15. If any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions.
16. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all previous communications, representations, understandings and agreements, either written or oral between the parties or any representative thereof.
17. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.
18. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. If any term or provision of this Agreement is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce such term or provision in its reduced form for all purposes contemplated by this Agreement.
19. This Agreement shall bind and be enforceable against the Receiving Party, each of its Representatives and its respective successors and assigns. This Agreement shall be for the benefit of and shall be enforceable by the Disclosing Party and their successors and assigns.
20. Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Disclosing Party.

Very truly yours,

**Mr. Abhilash Lal,**

**Resolution Professional**

Registration Number: IBBI/IPA-001/IP-P00344/2017-2018/10645

**for and on behalf of Sevenhills Healthcare Private Limited and without any personal liability**

Accepted and agreed by as of the date first written above:

By:

Name:

Title:

Company: