



इंडियन रेलवे कॅटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड  
(भारत सरकार का उद्यम-मिनी रत्न)  
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.  
(A Govt. of India Enterprise-Mini Ratna)

"CIN-L74899DL1999GOI101707" E-mail : info@irctc.com Website : www.irctc.com

No. 2019/IRCTC/CS/PIT/355

Dtd: 2<sup>nd</sup> March, 2020

Office Order No: 6

**Sub: Standard Non-Disclosure/Confidentiality Agreement to be entered into with Person/parties to whom Unpublished Price Sensitive Information (UPSI) is disclosed for Legitimate Purpose with the objective of preservation Of Unpublished Price Sensitive Information (UPSI)**

In pursuance of SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended up to date, IRCTC has formulated a Code called "IRCTC Code of Conduct for Regulating & Reporting Trading by Designated Persons & their Immediate Relatives" and the same is posted at the website of the Company the website with web link <https://irctc.com/assets/images/IRCTC%20CODE%20OF%20CONDUCT%20FOR%20REGULATING%20&%20REPORTING%20TRADING%20BY%20DESIGNATED%20PERSONS%20&%20THEIR%20IMMEDIATE%20RELATIVES.pdf>.

As per clause 7.8 of the above said code, ***"the parties shall be required to execute agreements to contract confidentiality and non-disclosure obligations on the part of such parties and such parties shall keep information so received confidential, except for the purpose of Clause 7.7 and shall not otherwise trade in securities of the company when in possession of unpublished price sensitive information."***

In connection to the above, the Executive Board (EB) in its 99<sup>th</sup> meeting held on 19<sup>th</sup> February, 2020 decided that for future tenders, a clause to this effect may be inserted in the Terms & conditions and for the existing contracts/agreements, a standard separate Non-Disclosure/Confidentiality Agreement to be entered regarding adherence of the above clause.

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In line with the decision of EB, a Non-Disclosure/ Confidentiality Agreement has been prepared and enclosed herewith.

In view of above, all the Heads/GGMs of Corporate as well as Zonal Offices are requested to enter into a Confidentiality Agreement with Persons/parties to whom Unpublished Price Sensitive Information (UPSI) is disclosed for Legitimate Purpose.

The Office Order is being issued for strict adherence.

This issues with the approval of Executive Board of IRCTC.

For and behalf of Indian Railway  
Catering and Tourism Corporation Limited



*[Handwritten Signature]*  
(Suman Kalra)

Company Secretary & Compliance Officer  
Membership No.: F9199

Copy to: All GGMs of Corporate and Zonal Offices

For Information of CMD/Directors/CVO

**Specimen of Structured Digital Database**

(To be maintained by the Compliance Officer)

<b>Date of Entry:</b>	<b>UPSI Disclosure Number:</b>
<b>Shared with:</b>  (Drop down options) Collaborators/Auditors/ Lenders including Prospective Lenders/ /Customers/ Suppliers/ Merchant Bankers/ Legal Advisors/Credit Rating Agencies/ Insolvency professionals/ Service providers/ Consultant	<b>Name of Entity:</b>
	<b>Name of Person:</b>
	<b>PAN Number:</b>
	<b>Other identifier:</b>
<b>Type of Sharing:</b> (Drop down options)  One Time Ongoing	
<b>Date of Sharing:</b>	<b>Period of Sharing:</b> (In case of ongoing sharing)
<b>Mode of Sharing:</b>	
<b>Confidentiality Agreement*:</b> (Yes/No)	<b>Date of Agreement:</b>
<b>Confidentiality Intimation date:</b>	
<b>Purpose of Sharing:</b>	
<b>Information description:</b>	
<b>Remarks</b>	





**\*Standard Non-Disclosure/ Confidentiality Agreement with Persons to whom Unpublished Price Sensitive Information (UPSI) is disclosed for Legitimate Purpose**

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is executed at \_\_\_\_\_ (name of the city) on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year) .

**BY AND BETWEEN:**

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED , a company incorporated with CIN L74899DL1999GOI101707 and having its registered office at B-148, 11<sup>th</sup> Floor, Stateman House, Barakhamba Road, New Delhi-110001 (hereinafter referred to as the "Disclosing Party"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

**AND**

Mr./Mrs. \_\_\_\_\_, aged \_\_\_\_\_, having permanent account number \_\_\_\_\_ and residing at \_\_\_\_\_ (hereinafter referred to as the "Recipient") (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include his or her legal heirs and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as a "Party" and collectively be referred to as the 'Parties'.

**RECITALS**

A. The Disclosing Party is a limited company whose securities are listed.

B. The Recipient is \_\_\_\_\_ (indicate the relationship of the Recipient with the Disclosing Party)

C. In connection with \_\_\_\_\_ (indicate the legitimate purpose for which the UPSI is being provided).

D. Pursuant to the legitimate Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient for ensuring the confidentiality thereof.

**NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:**

1. "Confidential Information" shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of \_\_\_\_\_ [If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the legitimate Purpose in whether verbal, written, graphics, visual or electronic mode, which is or may be related in any way to the business or any material or non-material fact not publicly released, whether marked as confidential or not.



## 2. The Recipient:

(i) shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or the legitimate purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.

(ii) and the spouse of such Recipient and parents, siblings and children of such Recipient or of the spouse, who are either financially dependent on the Recipient or consult the Recipient in taking decisions relating to trading in securities its ("Immediate Relatives") shall take all measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information.

(iii) at any time upon the Disclosing Party's written request, shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof.

(iv) agree not to (without obtaining the Disclosing Party's prior written consent) disclose the Disclosing Party's interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the legitimate purpose in any manner whatsoever.

(v) agrees not to disclose any Confidential Information to its Immediate Relatives unless such relative has also executed a similar agreement with the Company.

## 3. Limitation

The Recipient shall have no further obligations, if such Confidential Information:

(a) is already in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or

(b) has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or

(c) is required to be disclosed by the Recipient to comply with applicable laws or government regulations, order of a court or judicial/regulatory authority; provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. The Recipient agrees that the Disclosing Party shall remain the exclusive owner of the Confidential Information.

5. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.





6. The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute "unpublished price sensitive information" under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information may be deemed to be an "Insider" under applicable law. The Recipient agrees and acknowledges that it is obligated to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.

7. The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys' and advisors costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.

8. The obligations under this Agreement shall survive in perpetuity.

9. Miscellaneous.

(a) This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the Legitimate Purpose or subject matter of this Agreement.

(b) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.

(c) If any clause of this Agreement or the application of such clause is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

(d) This Agreement shall be construed and interpreted in accordance with the laws of India and courts in \_\_\_\_\_ shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.

**IN WITNESS WHEREOF**, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

Signed Sealed and Delivered  
For and on behalf of IRCTC Limited  
Name: Authorised Signatory

In presence of  
Signed Sealed and Delivered  
By \_\_\_\_\_  
Name:

In presence of

