

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into at Vadodara this day of by and between:

KYB-CONMAT PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956, governed under Companies Act 2013, and having its Registered Office at 702-703,N.H.8, POR, DIST.VADODARA-391243,GUJARAT, INDIA., hereinafter referred to as “**KCPL**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the One Part;

AND

_____ having its Office at _____ and represented by Mr. _____ hereinafter referred to as “**CONTRACTOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the Other Part shall be individually referred to as the “Party” and collectively as the “Parties”).

WHEREAS **KCPL** is inter alia engaged in the business of manufacture of Construction Equipments, Conveyors, Material Handling Equipments, storage systems, and parts thereof;

AND WHEREAS “**CONTRACTOR**” is engaged in the business of _____.

AND WHEREAS **KCPL** is obtaining services of the **CONTRACTOR** for _____ at KCPL manufacturing unit located at Por as per Contract entered into between the parties from time to time.

AND WHEREAS for the purpose of carrying out such services by **CONTRACTOR**, such information/data as may be related to technical information, design Data, business information and/or any other such relevant information related to **KCPL** may be made available to the **CONTRACTOR** during such time the people/employees/workers of **CONTRACTOR** will work with **KCPL**. The information, data which may be of a strategic, proprietary and confidential nature; (hereinafter referred to as the “**Confidential Information**”);

AND WHEREAS during the interaction/contract between the Parties, the “**CONTRACTOR**” may acquire certain knowledge/information concerning **KCPL**, its business and its Products. (Hereinafter also referred to as the “**Confidential Information**”);

AND WHEREAS, due to continual presence of him and his employees/workmen in KCPL premises including factory area and office, **Contractor** acquires several other confidential information concerning KCPL.

AND WHEREAS “**CONTRACTOR**” recognizes that careful protection and non-disclosure by it of the Confidential Information is of utmost importance to **KCPL**;

THEREFORE in consideration of the promises made herein, the Parties agree to disclose and receive certain Confidential Information under the terms and conditions hereinafter appearing.

1 CONFIDENTIAL INFORMATION

1.1 Definition

As used herein “Confidential Information” shall mean all information and data which is provided/disclosed or which will be provided/disclosed by **KCPL** to “**CONTRACTOR**”, or which has been acquired or will be acquired by “**CONTRACTOR**” as a result of his presence in KCPL premises such as Process flow charts, Component Drawing, IGS of Component, specifications, ideas, data, whether patentable, copyrightable or susceptible to any other form of protection. The confidential information will also include any kind of information related to the products, services, price, quantity, quality, processes, employees and/or related to the overall business of **KCPL**. The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect there to (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement.

1.2 Purpose

The Purpose of the disclosure of Confidential Information is to enable “**CONTRACTOR**” to provide services smoothly and timely and/or acquisition of such information could be in the normal course of working with **KCPL**; and the “**CONTRACTOR**” shall use the Confidential Information for this purpose only.

1.3 Ownership

The Confidential Information shall be considered as a valuable trade secret owned by **KCPL** and **KCPL** shall continue to retain all right, title, and interest in the Confidential Information. No license to **"CONTRACTOR"**, under any trademark, patent, design or copyright or applications for the same which are now or may thereafter be obtained by **KCPL**, is either granted or implied to have been granted, by the conveying of or acquiring of the Confidential Information to/by **"CONTRACTOR"**.

1.4 No Warranties

KCPL assumes no responsibility for any loss or damages which may be suffered by **"CONTRACTOR"**, its customers or any third parties on account of or arising from the Confidential Information. **KCPL** makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential Information.

2 NON-DISCLOSURE

2.1 Use of Confidential Information

2.1.1 **"CONTRACTOR"** shall use the Confidential Information only for the purpose stated in Clause 1.2 hereinabove. **"CONTRACTOR"** recognizes that this Agreement imposes an affirmative duty on **"CONTRACTOR"** to hold such information in confidence and to protect the same from dissemination to and use by, unauthorized parties. In the absence of **KCPL's** prior written consent, **"CONTRACTOR"** shall not disclose the Confidential Information to any third Party.

2.1.2 **"CONTRACTOR"** shall use the same degree of care to protect the confidentiality of the Confidential Information as it would exercise to protect its own trade secrets and information but in no case less than a reasonable degree of care. **"CONTRACTOR"** will grant access to the Confidential Information only to its employees who have a clear need to know, for the purpose of this Agreement and shall advise such employees of the existence and terms of this Agreement and of the obligations of confidentiality herein. **"CONTRACTOR"** shall be responsible for the breach of the terms of this Agreement by it or by its employees.

2.1.3 **"CONTRACTOR"** shall enter into a separate Non-Disclosure Agreement with his workmen or shall take responsibility to ensure Non-Disclosure of any confidential information of **KCPL** by his Workmen during the existence of commercial contract between **KCPL** and **CONTRACTOR** and for a period of 5 years after termination of such commercial contract.

2.1.4 **Confidentiality of KCPL Business.** **"CONTRACTOR"** agrees that, the services that are being provided specially for **"KCPL"** for the purpose stated in clause 1.2, which may include any data, reports, records, memoranda, analyses (such as root cause analyses), or written or oral statements (or copies of any of this material), which could improve the product, performance, quality, or the outcomes, the **"CONTRACTOR"** shall not use, sell, transfer such product of **KCPL** or any other information gathered while providing such services, either in part or in full to any other manufacturer or competitors without prior consent in writing from **"KCPL"**. **"CONTRACTOR"** shall be responsible for the breach of the terms of this agreement by it or its employees.

2.2 Return of Confidential Information

Promptly following the written request of **KCPL**, **"CONTRACTOR"** will return to **KCPL** or certify in writing to **KCPL** as to the destruction of (without retaining any copy), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, **"CONTRACTOR"** and shall also return to **KCPL**, any other such information as may be available with the **CONTRACTOR**.

2.3 Exceptions

Notwithstanding the foregoing, no information shall be considered Confidential Information if such information is or becomes generally available to the public through no fault of or without violation of, any duty of confidentiality by **"CONTRACTOR"**.

2.4 Inspection

KCPL shall be entitled to visit the premises of **"CONTRACTOR"** with prior written or verbal notice and during or not KCPL business hours, to review **"CONTRACTOR's"** compliance with the terms of this Agreement.

2.5 Public Statements

In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that **"CONTRACTOR"** shall not issue or release or confirm any statement, to the general public, to the news media, or to any third party, except with the prior written consent of **KCPL**, both as to the content and timing of any such issue or release or confirmation.

3 NON-SOLICITATION, NON-COMPETE, NON-CIRCUMVENTION

3.1 Non-Solicitation:

The **CONTRACTOR** will not, on his own or his employees or through related party or someone else, directly or indirectly, hire, or solicit for hire, any active employees of **KCPL** or individuals providing consulting services to **KCPL**, or any former employees of **KCPL** or former individuals providing consulting services to **KCPL** within six months of the termination of their association with **KCPL**, without prior written consent of **KCPL**.

3.2 Non-Compete:

The **CONTRACTOR** shall not, without the prior written consent of **KCPL**, undertake any jobs in part or full with **KCPL** competitor having same or similar product by name or nature either outside or inside the premises of **KCPL** for itself or any other company.

The **CONTRACTOR** will not, on his own or his employees or through related party or someone else, directly or indirectly, other than through **KCPL**, sell or otherwise provide to any third party any product or service or otherwise engage or invest in any business that is of the same nature as of the business of **KCPL**, whether as a principal or for its own account, or as a shareholder or other equity owner in any Person (other than **KCPL**) during the existence of Commercial contract and for a period of 5 years after termination.

3.3 Non-Circumvention:

The **CONTRACTOR** shall not on his own or through related party or someone else, directly or indirectly, pursue or engage in any transaction involving potential transaction, or contact, directly or indirectly relating to **KCPL's** business or contact other interested parties to the transaction. The **CONTRACTOR** agrees not to cut **KCPL** out of any deal by attempting to transact with the other parties directly.

4 REMEDIES

“**CONTRACTOR**” recognizes and acknowledges that the Non-Disclosure of Confidential Information, Non-Solicitation, Non-Compete and Non-Circumvention are of special, unique and extraordinary character to **KCPL** considering **CONTRACTOR’s** work environment and uninterrupted access of information to him in **KCPL** premises and that disclosure of such Confidential Information, misappropriation, unauthorized use or breach of any of the terms of this agreement may cause serious injury to **KCPL**.

“**CONTRACTOR**” expressly agrees that any such act mentioned above shall authorize **KCPL** at its sole discretion to recover damages what so ever may be from the **Contractor**. And **KCPL** shall also be entitled to seek injunctive and other equitable relief, or file suit to prevent the breach or the threatened breach of any of the terms and provisions hereof. The contractor shall be abiding by this non-disclosure agreement signed with company with no deviation under any circumstances.

5 GENERAL

5.1 Term

“**CONTRACTOR**” shall comply with all the terms of this agreement during the existence of commercial contract and for a period of 5 years after termination of commercial contract.

5.2 No Obligation to Complete Transaction

Neither Party will be under any legal obligation of any kind whatsoever with respect to any legal obligation of any further transactions by virtue of this Agreement except for the matters expressly agreed to herein.

5.3 Waiver, severability

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement may only be amended by a document executed by duly authorized representatives of both the Parties.

5.4 Jurisdiction

The courts at VADODARA shall have exclusive jurisdiction over all matters arising out of this Agreement.

5.5 Entire Agreement

This Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements and understandings and writings of any kind, written or oral, express or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have through their respective duly authorized representatives executed this Agreement in two originals the day and the year first hereinabove written.

For and on behalf of KCPL

For and on behalf of CONTRACTOR

Name: _____
Title: _____

Name: _____
Title: _____

In the presence of

In the presence of

Name: _____

Name: _____