



महाराष्ट्र MAHARASHTRA क्र.: 672 दिनांक :

KU 209623

पत्र मुद्रांक कार्यालय, मुंबई
मु. वि. क्र. ००००००९

25 MAR 2014

सम अधिकारी

विक्रेती सौ. ज्योती प्र. दुआ
६, कोडाजी चाल नं. ३, वासुदेव पेंडणेकर मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - ४०००३१.
श्री./श्रीमती.....
यांस न्यायिकेतर मुद्रांक देऊन मिळाला.
L.S.V. No. ६००८४५९

PAMAC Finserve Pvt. Ltd.
A-21, Shriram Incl. Estate,
G. D. Ambekar Road Wadala,
Mumbai-400 031. Tel.: 24165525

51 APR 2014

दिनोद नंदुरकर

स्टॅम्प वेंडर
परेल, मुंबई

Non-Disclosure Agreement

This agreement, entered into at Chennai on this 01st day of April, 2014 by and between

M/s.Daimler Financial Services India Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at Unit 202, 2nd Floor, Campus 3B, RMZ Millennia Business Park, No. 143, Dr. M.G.R. Road, Perungudi, Chennai - 600096, India hereinafter referred to as "DFSI" (Which expression includes its successors and assigns) on the One Part;

AND

PAMAC Finserve Private Limited a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-21, Shriram Industrial Estate, 13 G.D. Ambekar Road, Wadala, Mumbai - 400031 (which expression includes its successors, representatives and assigns) on the Other Part;

Hereinafter called "PARTY" or "PARTIES" - agree as follows:



1. The PARTIES shall treat as confidential all information, Confidential Information includes (without limitation) any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of DFSI, its customers, employees and suppliers are also included within the definition of Confidential Information to which they gained access or which they otherwise obtained in the course of said Project, shall use such information only for the purpose of said Project, shall give access only to its employees, directors, officers, auditors and advisors who need to have access and who entered into similar confidentiality obligations, and shall not pass it on to third parties except that the information may be disclosed by the PARTIES to their AFFILIATED COMPANIES, provided that such affiliated companies will enter into similar confidentiality obligations, and shall protect it against unauthorized use by third parties.

AFFILIATED COMPANY shall mean any company directly or indirectly owning or controlling any PARTY, or any company under the same direct or indirect ownership or control as any PARTY, or any company directly or indirectly owned or controlled by any PARTY. Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions. Ownership or control shall also exist through the direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.

No obligation shall apply to information and documents:

- (i) which are already known to, or in the possession of the receiving PARTY prior to receipt of such information;
- (ii) which are legally received by a PARTY from a third party without any confidentiality obligation;
- (iii) which are in the public domain or enter the public domain through no wrongful act of the receiving PARTY;
- (iv) which can be proven by the receiving PARTY to have been developed independently of confidential information received from the other PARTY.



- (v) if required to be disclosed pursuant to governmental, regulatory or judicial process or to any other banks, provided that notice of such process is promptly provided to the disclosing party, where practicable and permissible in law, in order that it may, in its discretion, intercede in such process to contest such requirement.
2. The PARTIES shall impose the same obligations on their employees, who obtain knowledge of confidential information, unless those employees are already to the same degree bound by their contract of employment to nondisclosure.
 3. The PARTIES shall not be liable for disclosure of information which occurs despite the exercise of the same degree of care and protection such PARTY takes to preserve their own confidential information.
 4. The PARTIES providing confidential information shall remain vested holder of such information. Nothing contained in this Agreement shall be construed as granting or conferring any patent rights or license, either expressly or by implication.
 5. This Agreement shall come into effect on 01/04/ 2014 and shall expire on 31/03/2019, (5 Years), provided that the obligations of confidentiality set forth herein shall survive the term of this Agreement for a period of 12 months thereafter.
 6. This Agreement shall be governed by and construed in accordance with the laws of India.
 7. In case of a dispute or difference parties may resolve the dispute in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration shall be held in Chennai.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

PAMAC Finance Pvt. Ltd.


Prashant Ashar
(Director)

Place: Mumbai

Date: 01/04/2014

Daimler Financial Services India Pvt Ltd

Authorised Signatory

Place: Chennai

Date: / /2014

Anti-bribery Clause

Compliance with Laws

- (1) PAMAC Finserve Pvt. Ltd. for himself and on behalf of its Affiliated Persons, represents, warrants and covenants that:
 - (i) PAMAC and his Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have to their best knowledge not taken, and will not take or fail to take any action, which act or omission would subject DAIMLER or any Daimler Group Company to liability under Applicable Laws;
 - (ii) neither PAMAC nor any of his Affiliated Persons has, to its or their best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (a) influencing any act or decision of such Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (c) securing any improper advantage or (d) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to PAMAC, DAIMLER or any Daimler Group Company; and
 - (iii) Neither PAMAC nor any of his Affiliated Persons is or will become a Government Entity or a Government Official whose official duties include decisions to direct business to PAMAC, DAIMLER or any Daimler Group Company or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to PAMAC, DAIMLER or any Daimler Group Company.
- (2) PAMAC Finserve Pvt. Ltd. shall assist and cooperate fully with the efforts of DAIMLER or any Daimler Group Company to comply with Applicable Laws.
- (3) In no event will DAIMLER be obligated to PAMAC under or in connection with this Agreement to act or refrain from acting if DAIMLER believes that such act or omission would cause DAIMLER to be in violation of Applicable Laws. In no event will DAIMLER be liable to PAMAC for any act or omission which DAIMLER believes is necessary to comply with Applicable Laws.
- (4) For purposes of this clause, the following terms have the meanings set forth below:
 - (i) "Applicable Laws" means the Indian Laws, U.S. Foreign Corrupt Practices Act and German anti-corruption laws, without regard to their jurisdictional limitations, U.S. and German export control laws to the extent applicable to Contract Goods, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by PAMAC or any of its Affiliated Persons in connection with this Agreement or any other business matters involving PAMAC and DAIMLER or another Daimler Group Company, in each case as the same may be amended from time to time;



- (ii) "Affiliated Persons" means PAMAC s officers, directors, employees, or agents, or any of its stockholders, principals or owners acting on its behalf or in its interests;
- (iii) "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and
- (iv) "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

PAMAC Finserve Pvt. Ltd.



Prashant Ashan
(Director)
Place; Mumbai
Date: 01/04/2014

Daimler Financial Services India Pvt Ltd

Authorised Signatory

Place; Mumbai
Date; / /2014