

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made on 25 day of May, ~~2019~~ 2023
between:

- (1) **VARROC Engineering Limited**, a company incorporated under the laws of India having Corporate Identity Number (CIN) U25209MH1995PTC090037 and whose registered office is situated at L-4, Industrial Area, Waluj MIDC, Aurangabad 431 136, Maharashtra (“**VEL**”).
- (2) ADITYA ENGINEERING WORKS, a company incorporated under the laws of India having Corporate Identity Number (CIN) _____ and having registered office at 19/1 VITHALWADI PUNE-51 (“.....”).

VEL and [to be inserted] are hereinafter referred to individually as Party and together as Parties.

Whereas VEL is the owner of Confidential Information which it has agreed to disclose to for the Purpose on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:

1. INTERPRETATION

In this Agreement:

"Affiliate" of a Party means any entity which, directly or indirectly controls or is controlled by, or is under common control with that Party, where control is the possession, directly or indirectly, of the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise or a right to appoint the majority of the directors of the entity.

"Confidential Information" means any information disclosed (whether before or after the date of this Agreement, in writing, verbally, electronically or otherwise and whether directly or indirectly) by or on behalf of the Disclosing Party or of any of its Affiliates to the Receiving Party in connection with the Purpose and including, but not limited to, test results, formulas, computer programs, databases, mask works, technical drawings, algorithms, trade secrets, patents, patent applications, technology, circuits, layouts, names and expertise of employees and consultants, know-how, designs, interfaces, materials, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer, supplier and product development plans, forecasts, strategies and information. 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 thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement.

"Disclosing Party" means **VARROC Engineering Limited (VEL)**, who will be disclosing the Confidential Information;

"Purpose" means discussions and negotiations between the parties hereto to enter into a potential business relationship for; and

"Receiving Party" means Party to whom the Confidential Information is disclosed.

A reference to a person includes a reference to a body corporate, association or partnership and includes that person's successors.

2. **UNDERTAKINGS**

Receiving Party undertakes to keep the Confidential Information confidential including, without limitation, taking the measures set out in clause 3. In addition, Receiving Party undertakes not to use the Disclosing Party's Confidential Information except for evaluating and negotiating the Purpose, not to disclose the Disclosing Party's Confidential Information to another person nor its interest therein and its discussions with the other Party in connection with the Purpose and to use all reasonable efforts to prevent any such disclosure except as permitted under clause 4.

3. **MAINTAINING CONFIDENTIALITY**

3.1 Receiving Party shall, in relation to the Confidential Information of the Disclosing Party exercise no lesser security measures and degree of care than those which it applies to its own confidential information (but in any event security measures and a degree of care which are reasonable).

2. Receiving Party shall keep all documents and other material bearing or incorporating any of the Confidential Information separate from all other documents and materials and at the usual principal place of business of the Receiving Party in India.

3. Unless otherwise expressed in writing, the disclosure of Confidential Information pursuant hereto and any prior or future discussions or communications between the parties about the Purpose shall not impose or create any obligation on either Party to enter into any legally binding obligations with the other.

4. **DISCLOSURE OF INFORMATION**

4.1 Receiving Party may disclose the Confidential Information of the Disclosing Party (i) with the prior written consent of the Disclosing Party; (ii) to employees, consultants, professional advisors and authorised representatives of a Party, its ultimate holding company and subsidiaries of a Party's ultimate holding company but in each case only to the extent that disclosure is necessary for the Purpose; or (iii) where disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body or stock exchange; or (iv) to any third party which is interested in acquiring shares (subject to such third party entering into a similar nondisclosure/confidentiality agreement); or PROVIDED that all reasonable steps to prevent such disclosure shall be taken and the disclosure shall be of the minimum amount required.

4.2 The Receiving Party shall inform the Recipient of the terms of this Agreement and shall ensure that the Recipient complies with the terms of this Agreement as if the Recipient were a Party to this Agreement.

4.3 The Receiving Party shall at the request of the Disclosing Party and at its own expense take such reasonable steps as the Disclosing Party may require to enforce the obligations of the Recipient under clause 4.2 including (where necessary) the institution of legal proceedings.

4.4 For the purposes of clause 4 "**Recipient**" means a person to whom any Confidential Information is disclosed pursuant to clauses 4.1(i) or (ii) or 4(iv).

5. **EXCEPTIONS**

This Agreement does not apply to Confidential Information:

5.1 to the extent it is or becomes generally available to the public other than through a breach of this Agreement;

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- 5.2 which the Receiving Party can show by its written or other records was in its lawful possession prior to receipt from the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence;
- 5.3 Which the Receiving Party obtains or has available from a source other than the Disclosing Party without breaching any obligation of confidence.
- 5.4 Which is required to be disclosed under applicable laws including rules of any applicable Stock Exchange or by governmental order, decree, regulation or rule binding upon a Receiving Party (provided that, as soon as practicable and where permitted by law, such Receiving Party gives prior written notice (and where prior written notice is impracticable but lawful, gives written notice as soon as is practicable thereafter) to such Disclosing Party that disclosure is required and consults with such Disclosing Party on whether, and if so what, action should be taken to resist the requirement).
- 5.5 The Receiving Party may also disclose the Confidential Information without the prior written consent of the Disclosing Party to such of the following persons who have a clear need to access it for the purposes of evaluating, negotiating or advising on the Purpose who are at the relevant time the Receiving Party's employees, officers and directors or the employees, officers and directors of the Receiving Party's Affiliates (related parties) on a need to know basis and shall advise the related parties of the existence and terms of this Agreement and of the obligations of confidentiality herein. The Receiving Party shall be responsible for the breach of the terms of this Agreement by it, or by its related parties.

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6. **FURTHER UNDERTAKINGS**

- 6.1 No right or licence is granted to Receiving Party in relation to the Disclosing Party's Confidential Information except as expressly set out in this Agreement.
- 6.2 Disclosing Party does not accept responsibility for or makes a representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. Disclosing Party is liable to the Receiving Party or another person in respect of the Confidential Information or its use.

7. **TERM AND TERMINATION**

- 7.1 This Agreement shall come into effect on the date of this Agreement and shall continue in full force and effect until five (5) years from the date of this Agreement. The obligation of confidentiality shall survive for a further period of 2 (two) years from the date of expiry or early termination;
- 7.2 Receiving Party undertakes within three business days of receipt of a written request of the Disclosing Party or on termination of this Agreement whichever is earlier and at the option of the Disclosing Party:
- 7.2.1 to return to the Disclosing Party all of the Disclosing Party's Confidential Information and that part of all documents and other material in its possession, custody or control that bear or incorporate any part of the Disclosing Party's Confidential Information; or
- 7.2.2 to destroy by shredding or incineration all of the Disclosing Party's Confidential Information and that part of all documents and other material in its possession, custody or control which bear or incorporate any part of the Disclosing Party's Confidential Information and to certify to the Disclosing Party that this has been done.

8. **ANNOUNCEMENTS**

Neither Party shall disclose the Purpose or the existence of this Agreement to another person without the prior written consent of the other Party except to the extent that such disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body.

9. **GENERAL**

9.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each of the parties.

9.2 Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of that or of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

9.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law. It is acknowledged that damages would not be an adequate remedy for a breach of this Agreement and each Party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Such remedy shall not be deemed the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. Any claim for losses under this Agreement shall not extend to indirect or consequential loss.

10. **NOTICES**

1. A notice or other communication under or in connection with this Agreement shall be in writing in English and shall be delivered personally or sent by fax, to the Party due to receive the notice or communication at its address set out in this Agreement or another address as specified by that Party by written notice to the other.

2. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given, if delivered personally, when left at the address referred to in Clause 10.1 and if sent by fax, on completion of its transmission.

3. This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns PROVIDED that this Agreement may not be assigned without the consent of both Parties.

11. **GOVERNING LAW AND JURISDICTION**

11.1 This Agreement, including this Clause 11, is governed by, and shall be construed in accordance with laws of India without reference to the applicable conflict of laws principles.

11.2 Any dispute or difference arising out of or in relation to or in connection with this Agreement shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 or any amendment or re-enactment thereof ("Act"). For resolution of any Dispute, the parties shall appoint sole arbitrator in accordance with the provisions of said Act. Any award made by the Arbitrator shall be final and binding on the parties. Arbitration proceeding shall take place in Pune and the language of the Arbitration shall be English.

11.3 Each Party agrees that the process by which any proceedings are begun may be served on the other Party by being delivered in accordance with Clause 10. Nothing contained

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in this Clause 11.3 affects the right to serve process in another manner permitted by law.

12. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first above written.

Signed by _____)
for and on behalf of _____)
VARROC Engineering Limited)

Signed by _____)
for and on behalf of _____)
.....)

