

NON DISCLOSURE AGREEMENT

1. Preamble

This Non Disclosure Agreement (hereinafter referred to as "***the Agreement***") is made and entered into on Month Date, Year (hereinafter referred to as the "***Effective Date***"), by and between:

The CMD YIL through General Manager, Ordnance Factory Dum Dum, a PSU under Government of India, Ministry of Defence with its principal place of business at Jessore Road, Kolkata, North 24 Parganas, West Bengal - 700028 (hereinafter referred to as the "***OFDC***"), and Mr XYZ, residing at #123, ABC, DEF - GGGGGG, India. (hereinafter referred to as the "***Vendor***").

Hereinafter, OFDC & are collectively referred to as "Parties" and individually as "Party"

The party hereinafter disclosing the confidential information shall be referred to as the "Disclosing Party" & the party receiving confidential information shall be referred to as the "Receiving Party".

WHEREAS, the Entity which is engaged in the business of providing high quality defence hardware and equipments and possesses valuable and proprietary information, including trade secrets, client data, technical specifications, product designs, business strategies, and other confidential information;

WHEREAS, the Vendor will be contracted by the Entity and will have access to and be entrusted with such confidential information in the course of their contract;

WHEREAS, the Entity seeks to protect its confidential information and trade secrets from unauthorised use, disclosure, or competitive advantage by third parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

2. Definition of Confidential Information:

"***Confidential Information***" refers to any and all information, whether written, oral, or in any other form, disclosed by the Entity to the Vendor, including but not limited to trade secrets, client lists, business plans, financial information, marketing strategies, technical documentation, product designs, and any proprietary knowledge not generally available to the public.

3. OFDC's Obligations:

A Party transferring its confidential information to the other Party shall indicate the same as "Confidential Information" by making the data medium suitably through a reasonably acceptable method like stamp, inspection, etc.

The Party has to appoint representative(s) authorized for disclosing & receiving confidential information, under information in writing, to the other Party. Subsequent changes thereto, if any, shall also be informed to the other Party in writing. The party shall inform the representative about their obligations of non-disclosure under this Agreement.

The rights and obligations of party cannot be transferred to a third party without the prior written

consent of the other party, except to successor by way of merger, acquisition etc. This Agreement will be binding upon such successors.

4. Vendor's Obligations:

- a. The Vendor acknowledges that all Confidential Information provided by the Entity is the exclusive property of the Entity and shall be used solely for the benefit of the Entity during the term of contract and thereafter.
- b. The Vendor agrees to keep all Confidential Information strictly confidential and not to disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of the Entity and both the "Parties" may share the confidential information received with such employees, who require it to fulfil the objective of this agreement. Both the "Parties" shall be solely accountable for any breach of confidentiality as a result of such sharing of Confidential Information.
- c. The Vendor shall not use any Confidential Information for personal gain, competitive advantage, or to the detriment of the Entity.
- d. The Vendor shall take all reasonable precautions and implement appropriate safeguards to prevent unauthorised access, use, or disclosure of Confidential Information.
- e. The Vendor will be required to follow all the specified test requirements with respect to the subject matter and also not share any such test requirements and reports with the third parties without written consent of the OFDC.
- f. The Party has to appoint representative(s) authorized for disclosing & receiving confidential information, under information in writing, to the other Party. Subsequent changes thereto, if any, shall also be informed to the other Party in writing. The party shall inform the representative about their obligations of non-disclosure under this Agreement.
- g. The rights and obligations of party cannot be transferred to a third party without the prior written consent of the other party, except to successor by way of merger, acquisition etc. This Agreement will be binding upon such successors.
- h. The Design, Drawing or whatever the Vendor gains through derived learning or anything which is gained by Vendor as a result of the input provided by OFDC needs to be kept strictly confidential and not disclosed under any circumstances.

5. Non Disclosure provisions shall not apply if the information:

- i) Is available in public domain;
- ii) Was shared or disclosed with the written consent of Disclosing party;
- iii) Became available to the Receiving party;
- iv) Was developed and Proved independently by the Receiving Party;
- v) Was not classified or confirmed as Confidential Information and its disclosure to any unauthorized third party will not prejudice the interest of Disclosing Party.

6. Non-Disclosure and Non-Use:

- a. The Vendor acknowledges that the obligations of confidentiality and non-use set forth in this

- Agreement shall survive the termination of their contract term with the Entity.
- b. Confidential Information covered by the agreement for the product "QWE" and the design and specifications "RTY" developed by OFDC may include but is not limited to:
 - c. Technical Specifications: Detailed technical specifications outlining the architecture, design principles, functionality, and performance requirements of the "QWE" product.
 - d. Algorithms: Proprietary algorithms and models utilized within the product, implementation details, and optimization techniques, programming instructions, modules, libraries, and frameworks that constitute their core functionalities.
 - e. Client Data: Confidential data provided by OFDC's clients for the purpose of developing and implementing the "QWE" product, encompassing personal information, business data, and any other sensitive data subject to data privacy regulations.
 - f. Business Strategies: OFDC's confidential strategies and plans related to the development, marketing, and deployment of the "QWE" product, including unique methodologies, market positioning, and competitive advantages associated with the product.
 - g. Financial Information: Confidential financial information associated with the "QWE" product, such as budgets, cost estimates, pricing models, revenue projections, and investment strategies.
 - h. Marketing Plans: Exclusive marketing plans, campaigns, target markets, and branding strategies designed to promote and establish the "QWE" product in the industry.
 - i. Trade Secrets: Proprietary knowledge, techniques, or practices related to the "QWE" product and provide OFDC with a distinct competitive advantage in the field of Military product development and are considered confidential and valuable.
 - j. The Vendor agrees not to disclose or use any Confidential Information for any purpose other than as required to perform their obligations mandated by the Entity.

7. Return or Destruction of Confidential Information:

- a. Upon the termination of the Vendor's contract or at any time upon the Entity's request, the Vendor shall promptly return to the Entity all documents, records, electronic files, and any other materials containing or related to the Confidential Information.
- b. The Vendor shall also permanently delete any electronic copies or other reproductions of Confidential Information from their personal devices and systems.

8. Non-Competition and Non-Solicitation:

- a. The Vendor agrees that, for a period of 5 years following the termination of their contract, they shall not, directly or indirectly, compete with the Entity, solicit its clients, or induce any customer, contractor, or supplier of the Entity to terminate their relationship with the Entity.

9. This Agreement shall be signed in two originals, in English. Each copy shall have equal legal effect.

10. Arbitration Clause

Any disputes or differences arising from or pertaining to this Agreement, which may not be settled by the parties through negotiations within 30 (thirty) days, shall be subject to settlement through arbitration. The arbitration shall be governed by the Indian Arbitration and Conciliation (Amendment) Act, 2015. Place of Arbitration shall be Kolkata. The arbitration proceedings shall be final and binding on the parties of this Agreement.

11. Remedies:

- a. The parties acknowledge that a breach of this Agreement may cause irreparable harm to the Entity.
- b. Any breach of confidentiality in violation of provisions of this Agreement shall be punishable under relevant clauses of Official Secrets Act, 1923.
- c. The Vendor shall not use the Confidential Information for personal gain or to the detriment of the Entity. This non-disclosure obligation shall remain in effect during the Vendor's contract and continue after termination of the same. Any breach of this clause may result in legal action, including seeking injunctive relief and damages, as permitted under the Indian Contracts Act, 1872.

12. Governing Law and Jurisdiction:

- a. This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of () courts.

13. Severability:

- a. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Non-Circumvention

- a. The Vendor agrees not to circumvent the Entity and work with business associates, clients, and other third-party vendors introduced by the Entity. This non-Circumvention provision shall expire at the end of (In words) (In no.-) years from the termination of this Agreement.

15. Non-Solicitation

- a. For a period of (in words) (in no.) years after the termination of this Agreement, the Vendor agrees that he will not solicit for work, provide service or advice or assist others with the opportunity to do the same, any Client of any Entity in the specified reasonable geographical limit.

16. No Tampering

- a. While Vendor is contracted by the Company and for (in words) (in no.) years following the termination of Vendor's Contract with the Entity, the Vendor shall not:
 - request, induce or attempt to influence any supplier of goods or services to the Entity to curtail or cancel any business they may transact with the Entity;
 - request, induce or attempt to influence any customers of the Entity that have done business with or potential customers which have been in contact with the Entity to curtail or cancel any business they may transact with the Entity.

17. Termination

- a. This Agreement shall survive and remain in effect and expressly terminated in writing and signed by all Parties or until (in words) (in no.) years from the date of termination of contract between the Entity and the Vendor. A 30 days notice is to be provided for the purpose.

18. Entire Agreement:

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein, containing 13 clauses that supersede all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Non Confidentiality Agreement as of the Effective Date first above written.

Company:

Ordnance Factory Dum Dum

Vendor:

(Designation) Date

(Designation) Date

Witnessed by:

(Name of Witness) Address

(Name of Witness) Address

(Designation) Date

(Designation) Date

NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement") is entered into as of [Date], by and between Ordnance Factory Dum Dum, Jessore Road, Kolkat-28, a unit of Yantra India Limited , a government of India Enterprise under the Ministry of Defence, having its registered office at Ambajhari Nagpur (hereinafter referred to as "OFDC"), and “ the company”, a company registered under the laws of India, having its registered office at [Address] (hereinafter referred to as "The Company").

1. **Purpose of Agreement:** OFDC is entering into a contract with The Company for the designing & manufacturing of defense items, and as a part of the collaboration, OFDC may share technical details and proprietary information with The Company. In consideration of the mutual covenants contained herein, the parties agree to the terms set forth in this Agreement.
2. **Non-Compete Obligations:**
 - (a) The Company agrees that, during the term of the manufacturing contract and for a period of Ten years after the termination or completion of the contract, The Company shall not engage, directly or indirectly, either individually or as a partner, officer, director, employee, consultant, or otherwise, in any business or enterprise that competes with the products or services provided by OFDC within the territory of India.
 - (b) The Company further agrees not to disclose, use, or reproduce any confidential or proprietary information received from OFDC for any purpose other than the performance of the manufacturing contract.
3. **Exceptions:** The non-compete obligations in this Agreement shall not apply to activities expressly authorized by OFDC in writing.
4. **Non-Solicitation:** The Company agrees not to solicit, directly or indirectly, the services of any employee or contractor of OFDC during the term of the manufacturing contract and for a period of 10 years after the termination or completion of the contract.
5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.
6. **Dispute Resolution:** Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the YIL, Nagpur Arbitration and Conciliation policy. The seat of arbitration shall be Kolkata or as decided by YIL HQ Nagpur, and the language of the arbitration shall be English.
7. **Entire Agreement:** This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Compete Agreement as of the date first above written.

For Ordnance Factory Dum Dum (OFDC):

For The Company:

[Name and Designation] [Signature] [Date]
[Date]

[Name and Designation] [Signature]