MICHOAD NON DISCLOSURE ANADEMIENT

This mutual non-disclosure agreement ("Agreement") is made at Mumbai on this [27th day of [TANUAR], 2021 ("Effective Date")

by and between; (A.) MARICO LIMITED, a company incorporated under the Companies Act 2013 having its registered office at 7th Floor, Grande Palladium, 175 CST Road, Kalina, Santacruz (East), Mumbai 400098 (hereinafter referred to as "Marico") of the First Part; AND (B.) SYMEGA FOOD INGREDIENTS LIMITED a company incorporated and existing under the laws of Companies Act 1956 having its registered office located at XI 312 G, Synthite Taste Park, Pancode, Near Kolenchery, Ernakulam 682310 Kerala (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and assigns) of the Second Part.

Each Marico and Company may individually be referred to as a "Party" and collectively as the "Parties".

## RECITALS

Marico and the Company propose to evaluate a potential business relationship with regard to manufacture and supply of food products ("Purpose") in course whereof Marico and the Company and each of its Representatives (each a "Disclosing Party") may disclose to the other Party and/or its Representatives (each a "Receiving Party") certain Confidential Information (as defined hereunder) subject to the terms and conditions agreed herein.

## AGREEMENT

#### DEFINITIONS. 1.

- "Affiliates" shall mean any company which directly or indirectly controls, is controlled by, or is under 1.1 common control of a Party to this Agreement.
- "Confidential Information" means all information whatsoever, irrespective of the means, mode or medium 1.2 of storage, representation or presentation of same together will all modification, adaptations and derivation thereof, relating to and provided by Disclosing Party including but not limited to (i) studies; research and development activities, report and findings, clinical trial, consultations, methodologies, proposals, systems, programs, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, technical drawings, know-how, concepts not reduced to material form, designs, plans and models, business plans, marketing strategy, pipeline products, financial and marketing information and knowledge and information regarding the affairs of Disclosing Party generally, source and objects code, arrangement and agreement with third Parties whether given orally in writing or otherwise (ii) any derivations of any information or data which embodies, contains or describes the confidential information; (iii) any other data or information designated by Disclosing Party to be confidential or relating to current or prospective project, activities or business of Marico; and (iv) information relating to existence or progress of any negotiations or agreement between the Parties relating to the present project for the purpose of the project or otherwise contemplated by the Agreement.
- "Intellectual Property Rights" means all current and future registered and unregistered rights in respect of 1.3 copyright (including moral rights), designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property.
- "Representatives" of a Party includes Affiliates, directors, employee and professional advisor. 1.4

#### CONFIDENTIALITY OBLIGATIONS 2.

The Confidential Information excludes information which (i) is or has already become part of the public 2.1 domain at the time of disclosure, by publication or otherwise, except by breach of the provision of this Agreement; (ii) the Receiving Party can prove by written documentation was already known to the Receiving Party at the time of disclosure by the Disclosing Party's Representatives (unless such knowledge arose from disclosure of information in breach of confidence); (iii) the Receiving Party acquired from a third Party entitled to disclose it; (iv) is independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information, and (v) the Confidential Information is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards provided that prior to such disclosure, Disclosing Party is given a practically prompt written notice of such order and the scope of such disclosure is limited to the extent possible COD INGREDIENTS HMITEE

than the Purpose.

- 2.3 The Receiving Party must not disclose any of the Confidential Information to any person without Disclosing Party's consent, except: (a) the Receiving Party's Representatives to whom disclosure is necessary for the Purpose; and (b) the Receiving Party's professional advisor only to the extent necessary for that adviser to advice or protect the rights of the Receiving Party under this Agreement;
- 2.4 The Receiving Party shall maintain a record of all its' Representative who receive the Confidential Information. In the event of breach of this Agreement by the Receiving Party or its Representatives, the Receiving Party shall provide the Disclosing Party a copy of the records detailing the recipients of the Confidential Information. The Receiving Party shall always be liable as a principal party for any default or breach by its Representatives. The Receiving Party must also inform each of the Representatives about the confidential nature of the Confidential Information.
- 2.5 The Receiving Party must not make press or other announcements or releases relating to this Agreement or the Purpose without the prior written approval of the Disclosing Party unless and to the extent that the announcement or release is required by law, a government agency or the rules of any stock exchange.
- 2.6 This Agreement does not obligate either Party to disclose any information. The Disclosing Party shall employ its discretion in selecting the information which shall be disclosed. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one Party on the other Party any rights, license or authority in or to the information provided. The Parties shall use the Confidential Information only for the limited purpose of this Agreement and of the Parties discussing the possibility of entering into a business Agreement and for no other purpose whatsoever.
- Parties acknowledge that a disclosure of the Confidential Information in breach of this Agreement may relate to and/or have adverse effect and implications regarding the future strategies, plans, business activities, methods, processes and or information of the Parties. Accordingly neither Party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

#### 3. COMPLIANCE

- 3.1 The Receiving Party must establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and use the same degree of care that a prudent person would use to protect that person's confidential information.
- 3.2 The Receiving Party must immediately notify the Disclosing Party of any potential, suspected or actual breach of the undertakings contained in this Agreement.
- 3.3 The Receiving Party must procure that none of the Receiving Party's Representatives (whether or not still employed or engaged by the Receiving Party) does any act or omits to do anything which, if done by the Receiving Party, would constitute a breach of the undertakings contained in this Agreement.
- 3.4 Should the Company (including its employees/representatives) access any unpublished price sensitive information pertaining to Marico (UPSI), it/they shall have the following obligations. The term UPSI is defined under Marico's Insider Trading Rules framed by the Company. Marico's Insider Trading Rules can be accessed at https://marico.com/investorspdf/Marico Insider Trading Rules 2015.pdf
  - (i) maintain confidentiality of UPSI and not pass on such information to any person directly or indirectly by way of making a recommendation for dealing in securities of Marico;
  - (ii) abide by the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Marico's Insider Trading Rules;
  - (iii) promptly furnish the information (viz. Name, PAN, email address and contact number) of the persons/entities accessing UPSI by writing to the Company at insider@marico.com

#### 4. NO COMMITMENT

4.1 The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

- or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier., however the confidentiality obligations contained herein under shall survive the termination or expiry of this Agreement for a period of five (5) years from the date of expiry or termination, save for trade secrets which shall survive such termination valid until perpetuity from the date of this Agreement or in the manner as prescribed by the applicable law. This does not affect any rights or remedies which may have accrued to either Party at this date and which continue to be enforceable. Either Party shall have a right to terminate this Agreement by providing the other Party with a written notice of thirty (30) days.
- If either Party determines that it shall not proceed with the possible business relationship and so notifies the other Party in writing, Receiving shall promptly (a) return all records, notes, and other written, printed, computer generated or other materials in its possession pertaining to the Confidential Information and not retain copies, extracts or other reproductions of such materials; (b) destroy all documents, memoranda, notes and other writings prepared by Receiving Party based upon Confidential Information received from Disclosing Party and (c) certify in writing to Disclosing Party that it has complied with its obligations hereunder. The return or destruction of materials shall not relieve the Receiving Party from compliance with other terms and conditions of this Agreement.

# 6 INTELLECTUAL PROPERTY

Both the Parties agree and acknowledge that Intellectual Property Rights in or to the Confidential Information of a Disclosing Party shall at all times remain the property of such Disclosing Party. Nothing in this Agreement shall be deemed to grant any license, title or interest in respect of any intellectual property rights which does or may subsist, now or in the future, in the confidential information.

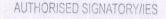
## 7 LIABILITY

Each of the Parties acknowledge and agree that damages may be an insufficient remedy for any actual or threatened breach of this Agreement by the other or any of its Representatives, and, without prejudice to any other rights and remedies otherwise available to the non-breaching Party, the breaching Party agrees to the granting of injunctive relief in favour of the non-breaching Party without proof of actual damage. Each of the Parties hereby indemnifies the other (each an "indemnified Party") against all loss, damage, costs of expenses (including legal fees on a full indemnity basis) suffered or incurred by an indemnified Party as a result of any breach of this Agreement.

## 8 MISCELLANEOUS

- This Agreement is governed by the law in force in India. Each Party submits to the exclusive jurisdiction of the courts of Mumbai.
- No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof of any other right, remedy or power.
- If any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remainder of this Agreement will remain valid, binding and enforceable on and against the Parties to the fullest extent allowed by applicable law.
- 8.4 This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by the Receiving Party without the prior written consent of the Disclosing Party.
- 8.5 Any notice issued under this Agreement must be, in writing and either sent by email, registered post or delivered by hand.







- 8.6 This Agreement will protect and bind the Parties and their successors and cannot be assigned, transferred or subrogated to third Parties in any manner without the written consent of the assignee.
- This Agreement may be executed in two (2) counterparts, one to remain with each Party and each of which shall be deemed to be an original, and which shall together constitute one and the same Agreement. The signed Agreement may be signed and exchanged over Email and same shall be binding.

For and on behalf of MARICO LIMITED

MUMBAI M 400 090

Name – Bhushan Bannur Designation – Head-NPD & 3P Manufacturing For and on behalf of SYMEGA FOOD

INGREDIENTS LIMITED

Name: Santhosh Stephen

Designation - Managing Director