

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.
- 2.7 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.

5.1 This Agreement shall come into effect on the Effective Date and shall continue for one (1) year (Term) 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.

5.2 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

6.1 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

7.1 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

8.1 This Agreement is governed by the law in force in India. Each Party submits to the exclusive jurisdiction of the courts of Mumbai.

8.2 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.

8.3 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.

For SYMEGA FOOD INGREDIENTS LIMITED

AUTHORISED SIGNATORY/IES



- 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.
- 8.7 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**



Name – Bhushan Bannur
Designation – Head-NPD & 3P Manufacturing

For and on behalf of **SYMEGA FOOD INGREDIENTS LIMITED**



Name : Santhosh Stephen
Designation - Managing Director