**ELGI EQUIPMENTS LIMITED. NON-DISCLOSURE AGREEMENT**

This agreement ( “Agreement”) is made on this\_\_day of April, 2022 between M/s. ELGI Equipments Limited, a company registered under the Indian Companies Act, 1956 , having its registered office at Elgi industrial Complex III, Trichy Road, Singanallur, Coimbatore- 641005, India (hereinafter called the Company which term includes its successors and assigns), duly represented by Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the Recipient which term includes its successors and assigns), duly represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**WHEREAS,** the Company is engaged in the manufacture of engineering and other products and has developed its own infrastructure skills and other necessary requirements;

**WHEREAS,** the Recipient is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;

**WHEREAS,** both the parties desire to commonly engage in mutual discussions concerning a potential business relationship for supply of\_\_\_\_\_\_\_\_\_\_\_\_\_from Recipient to the Company;

**WHEREAS,** in order to carry forward the discussions concerning the foregoing, the Company is required to disclose confidential information of itself to the Recipient;

**WHEREAS,** the disclosure of such confidential information by Company to Recipient and its attendant obligations are more fully described elsewhere in this Agreement.

**NOW THEREFORE,** the Parties have agreed as follows

1. For the purpose of the agreement, "Confidential Information" shall mean any and all technical and non- technical information provided by Company to the Recipient , including but not limited to (a) patent and patent applications, (b) trade secrets, and (c) proprietary information, ideas, samples, media, techniques, sketches, technical and other drawings, works of authorship, models, prototypes, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, its subsidiaries/affiliates and /or its suppliers/customers/business associates, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, technology, employees and suppliers, pricing information and models, planning information, marketing strategies, market segmentation of railway air compressors and braking systems in India, specific requirements and use of braking systems of/in Indian Railways, strategic plans, operational data/statements/reports, contracts, customer/client transactions, customer/client profiles, employee lists, employee profiles, employee information, sales projections or forecasts, business relationships, internal performance results and other documentation relating to past, present or future business activities, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

2. The Recipient agrees that the software programs of the Company or their subsidiaries/affiliates ( including parent company) and their respective suppliers/customers/business associates contain valuable confidential information and Recipient agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the Company or their affiliates ( including parent company) and their respective suppliers/customers/business associates without the prior written consent of the Company.

3. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement, it shall hold in strict confidence and not disclose to any third party, Confidential Information of the Company or their subsidiaries/affiliates ( including parent company) and their respective suppliers/customers/business associates , except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Company . The Recipient shall only permit access to Confidential Information only to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

4. The Recipient shall immediately notify the Company in writing upon discovery of any loss or unauthorized disclosure of the Confidential Information.

5. The Recipient’s obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document and prove that: (a) it was in the public domain at the time it was communicated by the Company; (b) it entered the public domain subsequent to the time it was communicated by the Company through no fault of the Recipient; (c) it was in its possession free of any obligation of confidence at the time it was communicated by the Company ; (d) it was rightfully communicated free of any obligation of confidence subsequent to the time it was communicated by the Company; (e) it was developed by the Recipient’s own employees or agents independently of and without reference to any information communicated by the Company; (f) it was communicated by the Company to an unaffiliated third party free of any obligation of confidence; (g) the disclosure was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

Provided that in the event that the Recipient is required by applicable law to make any disclosure of any of the Confidential Information, the Recipient shall first give prompt notice of such requirement to the Company, shall permit the Company to intervene in any relevant proceedings to protect its interests in the Confidential Information, and shall provide reasonable cooperation to the Company, at the Company’s expense, in seeking to obtain such protection.

6. Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

7. The Recipient recognizes and agree that nothing contained in this Agreement shall be construed as granting any proprietary rights, by license or otherwise, to any Confidential Information of the Company disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, designs, trade secrets, mask works or other intellectual property rights, based on such Confidential Information. All Confidential Information, unless otherwise specified in writing, shall remain the property of the Company or their subsidiaries/affiliates (including parent company) and their respective suppliers/customers/business associates. The Recipient shall not make, use or sell for any purpose any product or other items using, incorporating or derived from any Confidential Information except with the written approval of the Company.

8. Confidential Information shall not be copied or reproduced in any form by the Recipient except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information by the Recipient shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.

9. The Recipient acknowledges that the Confidential Information disclosed to the Recipient by the Company may contain privileged information and/or unpublished price sensitive information. Specifically, the Recipient as well as its employees, officers, professional advisers, parent, subsidiaries, Affiliates or related parties shall not trade in the securities of ELGi Equipments Limited (“ELGi”) while in possession of the Confidential Information. Any violation of the above condition may invite penalties and punishment under the securities laws of India and SEBI Regulations and Recipient alone will be responsible and liable for the same. Trades in ELGi’’s securities while in possession of unpublished price sensitive information by Recipient and/or Recipient’s employees, officers, professional advisers, parent, subsidiaries, Affiliates or related parties would be presumed to have been motivated by the knowledge and awareness of such information in their possession.

10. This Agreement is valid for a period of three (3) years from the date hereof, but may be terminated earlier by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement shall in any event, be valid for the duration of this Agreement and also post termination for an indefinite period.

**11.** The Recipient further agrees to indemnify Company at all times against all costs, losses, damages and/or such liability that Company may incur or that may be caused due to or arising directly from Recipient’s breach of its obligations and/ or restrictions in connection with the Confidential Information provided for under this Agreement.

12. **No Warranty.** all CONFIDENTIAL information is provided BY COMPANY ON AN “AS IS” BASIS, and without any warranty, express OR implied, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL STATUTORY and/ OR EXPRESSED OR IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. This Agreement shall be governed by and construed in accordance with the laws of “Union of India”. Any disputes under this Agreement may be brought only in the appropriate courts located in Coimbatore (Tamil Nadu), India, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

14. The Recipient acknowledges that its breach of the Agreement will cause irreparable damage to the Company and hereby agrees that the Company shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

15. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

16. The Recipient shall communicate any information coming to its knowledge, to the Company regarding violation of the proprietary rights of the other party by any third party.

17. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

18. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

19. The Recipient certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of any applicable export control laws or regulations of India as they currently exist and as they may be amended from time to time.

**Address for communication:**

1. Elgi Equipments Limited,

Elgi Industrial Complex,

Trichy Road,

Singanallur,

Coimbatore-641005,

India.

2.

**T**he parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

**Acknowledged and Agreed:**

|  |  |
| --- | --- |
| **ELGI Equipments Limited** |  |
| Signature: | Signature: |
| Date: | Date: |
| Print Name: | Print Name: |
| Title: | Title: |