

കേരളം കേരള KERALA

CW 043837

Non-Disclosure Agreement

This Non-Disclosure Agreement is made on this 5th day of April, 2021 by and between **LT Foods Limited**, a company incorporated and existing under the Companies Act, 1956 with its Registered office at 134, 1st Floor, Rectangle -1, Saket District Centre, New Delhi, India (hereinafter referred to as "**LT Foods**" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its Successors, Group Companies, Concerns and Permitted Assigns) of the **one part**;

AND

SYMEGA Food Ingredients Limited, a company incorporated under the Companies Act 1956 having its Registered office at Synthite Taste Park, No XI 312G, Pancode, Vadavucode Kerala- 682310 India (hereinafter referred to as "**Recipient**"), which expression shall, unless contrary to and/or repugnant to the context mean and include its successors and assigns) of the **other part**;

WHEREAS:

- A. LT Foods owns and possesses certain proprietary information (the "**Confidential Information**") and wish to preserve the confidentiality, secrecy, and proprietary nature of such Confidential Information;
- B. LT Foods wishes to discuss with the Recipient its business of manufacturing and supplying its products and process information for the purpose of enquiring about machinery and equipment from Recipient and executing agreements (the "**Potential Relationship**") and the Recipient requires access to and possession of Confidential Information in order to do so; and **For SYMEGA FOOD INGREDIENTS LIMITED**

28625 Date 25-1-2021 Rs. 100
No.....
Sold to..... Symega food ingredients Ltd,
Pancode

P.C. Nirmala, Stamp Vendor Puthencruz

S. M. MANAGING DIRECTOR



C. LT Foods is willing, in its sole discretion, to disclose or continue to disclose Confidential Information to the Recipient only upon the terms and conditions set forth below, and the Recipient is willing to enter into this Agreement in favor of LT Foods.

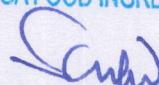
NOW, THEREFORE, in consideration for the mutual covenants set forth herein and for such other consideration, the receipt and sufficiency of which the Recipient hereby acknowledges, LT Foods and the Recipient agrees as follows:

1. Definitions

For purposes of this Agreement, "**Confidential Information**" means any information (whether or not patentable, patented, covered by a pending patent, copyrightable, copyrighted, reduced to writing, in final form, in draft form, in English or created in or translated to a language other than English and regardless of how documented, transmitted, stored or retrieved) that is proprietary and/or confidential to LT Foods or any of its associated/affiliated/subsidiary/group company or that pertains to the LT Foods system and/or the development, opening or operation of any its associated/subsidiary/group company, including without limitation with regard to any trade secrets, methods, processes, techniques, technologies, know-how, experience, formats, formulas, recipes, special recipes and quality and quantity standards; any site selection and construction criteria, drawings, plans or decisions and equipment and other standards and specifications Unpublished Price Sensitive Information; any plans and specs; any crew or management training or instruction manuals or materials, procedural, developmental, marketing, promotional, operational, legal and other information, data, programs, training materials, tests, surveys and results; any product or menu development plans or processes; any business, management or accounting plans, practices or procedures; any policy statements; any vendor lists or purchasing arrangements; any administrative support systems; any forms of agreement; any business plans, strategies, studies, reports, correspondence, communications or memoranda; and any other materials, information or knowledge that: (1) the Recipient (or its respective agents, advisors, employees, or other representatives) learns from any source during any discussions, negotiations, investigations, due diligence, or other activities concerning a franchise or other business relationship with LT Foods; (2) the Recipient (or its respective agents, advisors, employees, or other representatives) learns from LT Foods or its franchisees/associates, or their respective employees; or (3) LT Foods or their respective employees, provide or make available to the Recipient (or its respective agents, advisors, employees, or other representatives). Confidential Information is not limited to information in any particular geographical area, but includes information that the Recipient learns or that is provided or made available to the Recipient. This Agreement also operates to all Confidential Information that the Recipient learned or that was provided or made available to the Recipient prior to the execution of this Agreement. Without limiting the foregoing, LT Foods and the Recipient define Confidential Information more specifically as including all of the following:

- a. information in any form, whether, written, oral, or visual (such as information illustrated by or derived from an inspection of product, equipment, materials, processes, or visual aids), regardless of the form in which such information exists originally or is transmitted to the Recipient;
- b. information that is recorded, retained, or saved in any form, such as documents, numbers or figures, information tables or databases, graphics, illustrations, and computer files and records; and

For SYMEOG FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

- c. original information and all copies, reproductions, extracts, or derivative forms of such information, in whole or in part, such as notes, marginal notes, summaries, extracts, reports, analyses, data, and charts. Finally, Confidential Information specifically includes sales, product, supply, and volume data, trade secrets, intellectual property, proprietary information, know-how, techniques, methods, procedures, specifications, recipes, ingredients, product information, financial information, systems, strategies, plans, and any other information or data concerning the research, development, production, control, sale, or marketing of food products.

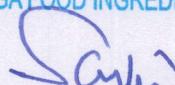
2. Exceptions

The foregoing obligations regarding disclosure of Confidential Information shall not apply, however, to any part of the Confidential Information which: (a) was already in the public domain or which becomes so through no fault of the Recipient; (b) was already known or lawfully disclosed to the Recipient prior to receipt hereof, proven by written documentation; (c) is received from a third party without similar restriction and without breach of this Agreement; (d) is independently developed by the Recipient who has not had access to any of the proprietary information and without violating its obligations hereunder; (e) is expressly approved for release by written authorization of LT Foods prior to such disclosure; or (f) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, the Recipient takes all reasonable steps to provide prompt and sufficient notice to LT Foods so that LT Foods may contest such request, requirement or order.

3. Confidentiality

- 3.1 The Recipient shall not utilize any of the Confidential Information other than for the purpose of the performance of this Agreement.
- 3.2 The Recipient shall use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to third parties.
- 3.3 The Recipient shall not, without the written consent of LT Foods, disclose, divulge, transfer, exchange, assign, license or grant access to such Confidential Information, in whole or in part, to any third party, either organization or individual. The Recipient shall only disclose the Confidential Information to its employees, agents, staff, and personnel on a "need-to-know" basis.
- 3.4 The Recipient is not allowed to share any unpublished price sensitive information about LT Foods and is further not allowed to trade in securities of the LT Foods.
- 3.5 If there is a necessity to disclose any such Confidential Information to any third party, the Recipient shall obtain the prior written consent of LT Foods for the disclosure of the same and to procure and/or cause the third party to execute a confidential agreement to protect such information;

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

3.6 The Recipient shall ensure that its employees, agents or sub-contractors are aware of and comply with the confidentiality and non-disclosure obligations contained herein and the Recipient shall indemnify LT Foods against any loss and/or damage they may sustain or incur as a result of any breach of confidence by any of the Recipient's employees, agents or sub-contractors;

4. Exclusivity

The Recipient hereby agrees and undertakes to develop and supply seasoning/flavour solutions/manufacturing as agreed between the Parties, at their site prepared/manufactured exclusively for LT Foods and its Subsidiary/group Companies for the purpose of product development, consumer testing or sale and shall not in any manner disclose, provide, offer to sell, share the said exclusive recipe, composition, processed steps including development process, sourcing and use of any specific recipe, composition, processed steps or any other related technologies of development, not specifically covered here etc., and, meant for use in "LT Foods") for usage in whole or in part to any third party, either organization or individual or furnish the details of the usage of said recipe, composition, processed steps by LT Foods and its Subsidiary/group Company under this Agreement in whole or in part to any third party, either organization or individual. Also the technical person(s) involved in making/supplying shall also be bound by Clause 3 (Confidentiality) for the said recipe, composition, processed steps, and the recipe.

5. Non-Compete

The Recipient or its employees hereby agrees not to directly or indirectly compete by way of manufacture or supply of products listed in Annexure 1 of this Agreement , to any third party in direct /indirect competition, with the business of LT Foods and its successors and assigns during the term of the agreement and for a period of 2 years [Two years] following the expiration or termination of this agreement and notwithstanding the cause or reason for termination.

6. Disclose Compelled by Law

If the Recipient is compelled by any legal, judicial or administrative proceeding to disclose the Confidential Information to any third party, the Recipient shall give LT Foods reasonable prior written notice prior to the disclosure of the same. Notwithstanding that, the Recipient agrees to disclose to the relevant court and government agency only that portion of the Confidential Information which the Recipient is legally required to be disclosed and agree to exercise Recipient's best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with LT Foods to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information by such court and government agency.

7. Ownership and Return of Confidential Information

The Parties hereby acknowledge and agree that all Confidential Information shall be owned solely by LT Foods. All such Confidential Information and any and all copies and reproductions thereof shall be returned or destroyed, within fifteen (15) days of written request by LT Foods. In case of destruction, the Recipient shall provide to LT Foods written certification of compliance therewith within fifteen (15) days of such written request.

For SYMEGA FOOD INGREDIENTS LIMITED

MANAGING DIRECTOR

8. No Right Grant

The Parties hereto agree that in no event this Agreement shall be construed as to grant or transfer any property right and/or intellectual property right subsisting in the Confidential Information of LT Foods to the Recipient other than the limited right to review such Confidential Information in connection with the Purpose only. The Recipient shall not reverse engineer, disassemble or de-compile any prototypes, schematics, hardware, software or other tangible objects containing any such Confidential Information.

9. No Warranty

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER LT FOODS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT ON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS OF ANY THIRD PARTY. EACH PARTY PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS.

10. No Further Obligation

Nothing in this Agreement shall obligate either party to enter into or to refrain from entering into any further agreement or negotiation with the other except upon such terms and conditions as may be mutually agreed upon. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither party shall have the authority to bind the others.

11. Entire Agreement

This Agreement is the only agreement between the Parties hereto with regard to the subject matter hereof, and sets forth the entire agreement of the Parties hereto with regard to such matter. Any other prior or contemporaneous agreement, representation or warranties in connection with the protection of the Confidential Information, whether made orally or in writing, shall be replaced and superseded by this Agreement.

12. Modification

Any modification, variation and/or supplemental to this Agreement shall be agreed by the Parties in writing.

13. No Waiver

Any failure or delay of either party at anytime to exercise any right under any provision of this Agreement shall not limit or operate as a waiver thereof, nor shall the single or partial exercise thereof preclude or limit any other or further exercise of any right or remedies thereof.

For SYMEGA FOOD INGREDIENTS LIMITED



MANAGING DIRECTOR

14. Severability

If any provision of this Agreement is held by a court or arbitrator to be illegal, void, prohibited or unenforceable, it shall only be ineffective to the extent of such illegality, voidness, prohibition or enforceability without invalidating the remaining provisions thereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

15. Bankruptcy

The obligation not to disclose Confidential Information shall not be affected by bankruptcy, receivership, assignment, attachment or seizure proceedings, whether initiated by or against a Recipient, nor by the rejection of any agreement between the Parties, by a Trustee of a Recipient in bankruptcy, or by a Recipient as a debtor in possession, or the equivalent of any of the foregoing under local law.

16. Assignment

Neither party, without the advance written consent of the others, may assign this Agreement. This Agreement shall be binding upon the Parties and upon their respective legal representatives, successors and permitted assigns.

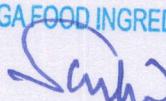
17. Breach

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damage. In the event either party shall bring an action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable courts/arbitration costs and attorneys' fees and other costs incurred in connection therewith.

18. Termination

This Agreement shall come into effect upon execution by the Parties hereto for a period of 1 (One) year or until such time as the present Agreement is expressly superseded by a subsequent agreement in writing between the Parties hereto, whichever is earlier. The obligations set forth in this Agreement shall bind the Parties for a period of 1 (One) year from the date of disclosure of Confidential Information and such obligations shall survive the termination or earlier expiration of this Agreement. Termination or earlier expiration of this Agreement shall not affect a party's accrued rights or remedies.

For SYMEOG FOOD INGREDIENTS LIMITED



MANAGING DIRECTOR

19. Indemnity

- (a) Recipient shall hold harmless, and indemnify LT Foods and its directors, officers, agents and employees from and against any actions, suits, claims, civil, criminal and quasi-judicial proceedings, damages, liabilities, losses, expenses or costs suffered by it on account of any breach of warranty, representations, unauthorized act, breach of the terms and policies stated in the handbook or the guidelines, breach of confidentiality obligations, fraud, negligence, deed or thing done or omitted to be done or breach of any covenants or undertaking made by the Recipient, its employees, officers, agents and/or its permitted agents.
- (b) The provisions of this Clause 18 shall survive the termination of this Agreement

20. Governing Law and Jurisdiction

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 20.2, the courts of New Delhi shall have exclusive jurisdiction to entertain or try any dispute
- 20.2 Arbitration

In the event of any dispute or difference arises out of or in connection with the interpretation or

implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement (hereinafter referred to as the "Dispute") between the Parties, either of the Party shall inform the other Party in writing of the existence of the Dispute, then either Party may refer the dispute for resolution by arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force. The arbitration shall be held at New Delhi in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English language.
- (b) There shall be a sole arbitrator mutually appointed by the Parties, however if the Parties are unable to agree on a sole arbitrator within fifteen (15) days of reference of Dispute to arbitration then the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification for the time being in force.
- (c) The arbitrator(s) so appointed shall be fluent in English language.
- (d) The arbitration award made by the sole arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law.
- (e) The award shall be reasoned and shall be in writing.
- (f) The sole arbitrator may (but shall not be required to) award to the Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel). When there is any Dispute, then except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement during the pendency of the legal proceedings.

For SYMEGA FOOD INGREDIENTS LIMITED



MANAGING DIRECTOR

20.3 Any Party may, without violating Clause 20.2 above, seek from a court any interim remedy that may be necessary to protect the Confidential Information. Notwithstanding that, the final right of determination of any interim remedy granted and the ultimate controversy or dispute shall be resolved and decided according to Clause 20.2.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed upon signature by authorized representative of the parties as below on the date above written.

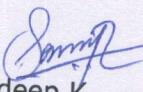
Signed for and on behalf of
LT Foods Limited

Authorized representative:
Name:
Designation:

Witnesses:
Name:
Address:

Signed for and on behalf of
SYMEGA Food Ingredients Limited

Authorized representative:
Name: Santhosh Stephen
Designation: Managing Director

Witnesses: 
Name: Sandeep.K
Address: XI 312G, Synthite Taste Park,
Pancode, Kolenchery-682310

