NONDISCLOSURE AGREEMENT

Shanti Foumach Pvt Ltd, (SFPL), a Company incorporated under the Private Limited Co. Act, and having its Registered Office at 690,Udyambag Industrial Area, Belgaum – 590008 Karnataka may disclose to us confidential information (hereinafter defined) that SFPL considers to be confidential in connection with

Regarding SUPPLY of STEEL SHOTS

 that we

(Name of supplier/associate ), a registered as proprietor/firm/company incorporated under/proprietorship/partnership/company act, represented by Mr. and having is registered office at:

Propose to undertake for SFPL.

SFPL Confidential Information includes all business or technical information, not limited to any commercial, financial, operational, scientific information, marketing information, trade secrets, know-how, research, product plans, prototypes, equipment, samples, processes, formulae, designs, drawings created before or after the date of this document, disclosed to us, directly or indirectly, in writing, orally or visually, but does not include information that: (a) was already in our possession prior to its receipt from SFPL without restriction on its use or disclosure; (b) is or becomes available to the general public through no act or fault of ours; or (c) is rightfully disclosed to us by a third party without restriction on its use or disclosure.

**We agree that:**

1. The Confidential Information is valuable and proprietary to SFPL. Therefore, we agree to retain the Confidential Information in strict confidence and shall not disclose to any third party without the written authorization of SFPL.

2. Notwithstanding Paragraph 1 above, the Confidential Information would be disclosed to our employees, advisers, agents, contractors and representatives only on a ‘need to know basis’ after obtaining a written confirmation from such employees, advisers, agents, contractors and representatives to comply with the covenants of this Agreement.

3. Notwithstanding Paragraph 1 above, the Confidential Information would be disclosed to a third party only to conduct business with or on behalf of SFPL, provided however, that we first ensure that: (i) such third party has signed a written agreement having the terms and conditions provided herein; and (ii) such written agreement has been provided to SFPL.

4. We shall not use the Confidential Information except to conduct business with or on behalf of SFPL.

5. We shall not, either directly or indirectly, put the Confidential Information to any commercial use and agree that this Agreement shall not be construed as granting any right or license under any of Shanti Foumach Pvt Ltd ’s copyrights, inventions, patents, or other intellectual property rights now or hereafter owned or controlled by SFPL.

6. We shall take all necessary steps to protect the Confidential Information with at least the same degree of care that we use to protect our own confidential and proprietary information of like kind, but in no event less than reasonable care.

7. The Confidential Information may be subject to export regulations of various governments. We agree to comply with all applicable export regulations, if we transfer or use in any way the Confidential Information within the scope of these regulations and all applicable regulations relating to the export of technical data and products. We indemnify SFPL for any actions that we may take which are contrary to applicable export regulations.

8. Confidential Information shall at all times remain the property of SFPL and the Confidential Information will not be copied or reproduced by us without the written consent of SFPL.

9. If we improve, modify, or make derivatives of the Confidential Information, then we shall promptly notify SFPL and SFPL shall have the right to use such improvements, modifications, and derivatives without restriction by us.

10. We shall not disclose to SFPL any confidential or proprietary information unless SFPL first agrees in writing, specifically referencing this Agreement.

11. We shall notify SFPL immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate with SFPL in every reasonable way to help SFPL regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

12. We shall, within 3 days of written request by SFPL return/destroy (as may be requested by SFPL) all originals, copies, reproductions and summaries of Confidential Information provided to us and shall certify in writing to SFPL that we have satisfied our obligations under this paragraph Notwithstanding the destruction of such Confidential Information, we shall continue to be bound by the provisions of this Agreement.

13. In the event we receive summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information, we shall promptly notify SFPL and render co-operation to SFPL to limit or quash such order.

14. We agree that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of special, unique and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause SFPL irreparable injury for which monetary damages may not be an adequate remedy at law and further agrees that SFPL shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it in law or in equity.

15. We agree that SFPL shall not be obliged to enter into any transaction or definitive agreement by virtue of this Agreement and it shall not have any liability to the other resulting from the use of any Confidential Information consistent with the terms and conditions contained herein. This Agreement does not oblige SFPL to disclose any information.

16. This Agreement is effective as **on \_ 22..6.2020.**

17. The laws of India shall govern this Agreement and we agree to submit to the exclusive jurisdiction of the Courts in Belgaum.

18. If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

19. This Agreement shall not be amended, nor any obligation waived, except by a writing signed by SFPL.

AGREED AND ACCEPTED:

( Supplier Name)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal

 (Signature)

Authorized signatory Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_