

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into as of [● **Date**] (hereinafter referred to as the “**Effective Date**”) by and between:

1. [● **Name and details of the Party**], (hereinafter referred to as the “[●]”) which expression shall, unless it be repugnant to the meaning or context hereof, be deemed to mean and include its successors and permitted assigns);

and

2. [● **Name and details of the Party**], (hereinafter referred to as “[●]”) which expression shall, unless it be repugnant to the meaning or context hereof, be deemed to mean and include its successors and permitted assigns).

The Party which will disclose the Confidential information shall be “Disclosing Party” and Party which receives the Confidential information shall be the “Receiving Party”.

[] and the [] shall be individually referred to as “**Party**” and collectively as “**Parties**”.

Whereas:

- A. The Parties propose to disclose certain Confidential Information (defined below) to each other relating to the Purpose as defined below. The primary objective to disclose the information is to evaluate potential commercial relationship regarding [mention the purpose] (the “**Purpose**”).
- B. The Parties acknowledge and accept that the strict protection of Confidential Information is essential and, in this respect, each Party agrees that the signature of this Agreement is an essential condition prior to disclosure of any Confidential Information.

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 Unless the context requires otherwise, the terms listed below with all their grammatical variations and cognate expressions shall have the meanings ascribed to them.

“**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another Person. The term control (including the terms “controlling”, “controlled by”, and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the corporate or management policies of another Person, whether directly or indirectly through one or more intermediaries, whether through the ownership of voting securities or through the power to appoint majority of the board of directors or similar governing body, by contract or otherwise or holding more than 50% of voting securities (directly or indirectly) of another Person.

Applicable Law means any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any competent authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any competent authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter;

Clause means a clause in this Agreement;

Effective Date shall mean the date of signing of this Agreement;

Officials has the meaning ascribed to it in Clause 3.1(b);

“Person” means any individual, corporation, company, partnership, joint venture, estate, trust, unincorporated organization, Governmental Authority, or any other form of association or entity.

Purpose has the meaning ascribed to it in Recital A;

Representatives has the meaning ascribed to in Clause 3.1(b); and

Term has the meaning ascribed to it in Clause 7.1.

1.2 INTERPRETATION

1.2.1 Unless specified elsewhere in this Agreement or unless the context otherwise requires:

- (a) any reference in this Agreement to this Agreement shall be construed, without limitation, as a reference to this Agreement as the same may have been, or may from time to time be, amended, varied, novated, acceded to or supplemented and any reference to any statutory provision shall include such provision and any regulations made there under and any statutory re-enactment, modification or replacement thereof;
- (b) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (c) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (d) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
- (e) unless the context otherwise requires, the singular includes the plural and *vice versa*;
- (f) headings and the use of bold typeface shall be ignored in its construction;
- (g) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to; and

- (h) the words “herein”, “hereof” and hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.

2. OBLIGATION OF CONFIDENTIALITY

2.1 The Disclosing Party shall disclose Confidential Information to the Receiving Party for and in connection with the Purpose.

2.2 For the purpose of this Agreement:

2.2.2 “**Confidential Information**” includes

- (a) any information disclosed by the Disclosing Party including its Affiliates to the Receiving Party or its Affiliates relating to the Purpose , whether disclosed verbally, in writing, on magnetic or other media or by inspection of tangible objects, but is not limited to, all product designs, capabilities, specifications, algorithms, drawings, models, documentation, components, hardware configuration information, software (in various stages of development), architectures, know how, ideas, source-code, trade secret, research agreement terms, financial, business, technical and/or pricing information, business and marketing plans, details and data of past, present and potential customers and suppliers, for evaluation of new business opportunities and discussions relating to that information whether the information is disclosed prior to or concurrent with, or following the date of this Agreement;
- (b) any information received by the Receiving Party from the Disclosing Party (or from a third party on behalf or request of the Disclosing Party) which is marked as ‘confidential’ or ‘proprietary’ or if not in written form is identified as being confidential or proprietary in writing to the Disclosing Party; or

2.2.3 The term Confidential Information shall not include information:

- (a) which is required to be disclosed under **Applicable Law**, **or** by a governmental order, or by any competent court or authority, including pursuant to subpoena, discovery request, investigation demand or similar process;
- (b) become known to the Receiving Party, without breach of this Agreement by the Receiving Party;
- (c) has become generally available to the public without breach of this Agreement by the Receiving Party;
- (d) is independently developed by the Receiving Party without access to the Confidential Information.

3. USE AND RETURN OF CONFIDENTIAL INFORMATION

3.1 Notwithstanding termination hereof, unless authorised by prior written permission by the Disclosing Party, the Receiving Party agrees and undertakes to hold the Confidential Information in strict confidence and not to disclose or use any Confidential Information in accordance with this Agreement and:

- (a) to use it only for the permitted Purpose;
- (b) to limit the disclosure only to its officers, directors, employees or its Affiliates and their officers, directors, employees (“**Officials**”), who will require access to the Confidential Information for the Purpose and to the extent that disclosure is necessary in the scope of the Purpose or to its auditors, counsels/advisors/financing institutions (the “**Representatives**”) if necessary, on a need-to-know basis
- (c) to use the same degree of care, but no less than a reasonable degree of care, and take all necessary and reasonable measures to protect and preserve the Confidential Information by exercising the same level of care taken by the Receiving Party to preserve and safeguard its own confidential information;
- (d) to prevent any unauthorized use, disclosure or publication of the Confidential Information;
- (e) to keep any Confidential Information in separate files, distinct from its own information and documents;
- (f) not permit unauthorised persons to have access to places where Confidential Information is displayed, reproduced or stored;
- (g) not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Confidential Information and promptly upon discovery notify the Disclosing Party in writing in the event of any loss or unauthorized disclosure of Confidential Information; and
- (h) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information and that are provided to Receiving Party under this Agreement, except otherwise or unless expressly authorised by the Disclosing Party to the Receiving Party.

3.2 In the event the Receiving Party, or anyone to whom it supplies the Confidential Information receives a request to disclose all or part of the Confidential Information under an order issued by a court or government body, the Receiving Party agrees to (to the extent practicable and permitted by Applicable Law):

- (a) inform before Confidential Information is disclosed or if unable to do so due to circumstances as per Applicable Law immediately inform the Disclosing Party after the disclosure of the full circumstances of the disclosure and the information disclosed or to be disclosed (as the case may be);
- (b) consult with the Disclosing Party on taking legally available steps to resist or narrow such request;
- (c) where the disclosure is by way of public announcement, agree the language of disclosure with the Disclosing Party in advance; and

- (d) if disclosure is necessary, to furnish only such portion of the Confidential Information as it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

3.3 The Receiving Party shall enter into confidentiality agreements with such Officials and Representatives having obligations of confidentiality as strict as those herein prior to disclosure and shall cause all such persons to adhere to said confidentiality obligations. In any event the Receiving Party shall be fully liable for any breach of this Agreement by its Officials and Representatives.

4. RIGHTS AND REMEDIES

4.1 The Receiving Party shall notify the Disclosing Party immediately upon discovery of unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Receiving Party and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

4.2 The Receiving Party shall promptly return all originals, copies, and reproduction of Confidential Information at the Disclosing Party's request, or at the Disclosing Party's option certify destruction of the same without cost to the Disclosing Party.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Receiving Party represents and warrants that:

- (a) it has all requisite power and authority to execute, deliver and perform its obligations and undertakings in this Agreement;
- (b) the execution and delivery of the Agreement by the Receiving Party shall constitute the valid and binding obligations of the Receiving Party enforceable against it in accordance with the terms of this Agreement; and
- (c) neither the execution of this Agreement, nor the performance of obligations agreed hereunder, by the Receiving Party, shall conflict with, or result in a breach of, or constitute a default under any Applicable Law, rule, regulation or of any agreement to which Receiving Party is a party or a subject.

6. SPECIAL PROVISIONS

6.1 Ownership of the Confidential Information: The Confidential Information, as well as any right that may result, which was or will be disclosed by the Disclosing Party to the Receiving Party, is and shall remain the exclusive property of the Disclosing Party (or of the party disclosing such information on behalf of or on request of the Disclosing Party). No provision of this Agreement shall be construed as granting to the Receiving Party any title, property, license or any other right or interest on the Confidential Information, except for the specific and restrictive right to consult such Confidential Information for the Purpose.

6.2 Warranties: ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE

CONFIDENTIAL INFORMATION. The Disclosing Party shall not be in any way be responsible for any decisions or commitments made by Receiving Party after relying on the Confidential Information.

- 6.3 Insider Trading Guidelines: The Receiving Party may receive directly/indirectly/or by reference information which may be directly attributable to any listed entities of the Disclosing Party (or of a third party disclosing the information on behalf or on request of the Disclosing Party) and not available in public domain. As a result of receipt of such information the Receiving Party may also be in possession of unpublished price sensitive information and may classify as an ‘insider’ under the Applicable Laws in India and/or jurisdictions in which they operate. It will be the sole responsibility of the Receiving Party to familiarise itself and comply with any/all such laws/regulations and guidelines.
- 6.4 Independent Development: Each Party understands that the other Party may currently or in the future be developing information or technology internally, or receiving information or technology from third parties that may be similar to the Confidential Information. Nothing in this Agreement shall be deemed to prohibit a Party to develop products or technology, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements unless any such act may jeopardise or adversely affect the provisions of this Agreement in any manner whatsoever.

7. TERMINATION

- 7.1 The Parties agree that Confidential Information will be exchanged for the term of this Agreement which shall initially be for a period of “[Please mention the term of the Agreement ●]” (Term) unless terminated earlier by the Disclosing Party by giving a thirty days written notice of its intent to terminate. The Parties may as per mutual agreement extend the Term for such further periods as they agree.
- 7.2 Upon termination or expiration of the Term, the Receiving Party shall cease, immediately, any use of the Confidential Information, and shall surrender to the Disclosing Party any Confidential Information, including its copies that were made without preserving any copy or extract whatsoever. If so desired by the Disclosing Party, upon written request, Receiving Party shall destroy any Confidential Information in its possession, and shall give written certification of such in any tangible or digital form, to the Disclosing Party .
- 7.3 The confidentiality obligation of Receiving Party shall survive for a period of 5 (five) years from the date of the termination or expiration of this Agreement.

8. GENERAL

- 8.1 Notices: All notices or correspondence pertaining to this Agreement shall be made in writing and shall be delivered in person, by certified mail or by fax (with proof of transmission and reception to be preserved by the sender) at the following addresses.

If to “[●Name & Details of MotherSON entity]”.

Address:

Name:

Email ID:

Tel :

If to []

Address: [●]

Name: [●]

Email ID : [●]

Tel : [●]

Fax: [●]

- 8.2 No Licenses: Nothing in this Agreement is intended to grant any rights to the Receiving Party under any intellectual property of the Disclosing Party or any third party.
- 8.3 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with Singapore, without regard to its conflict of law provisions. Each Party irrevocably consents to exclusive jurisdiction of the courts at the “[●]”.
- 8.4 Dispute resolution: All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of the Singapore International Arbitration Centre by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Singapore. The language of arbitration shall be English. The award of arbitrator shall be final and binding upon both the Parties.
- 8.5 Non-Waiver of Rights: The failure of either Party to object to or take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.
- 8.5 Third Party Rights: This Agreement is made for the benefit of the Parties to it and their successors and permitted assigns and is not intended to benefit or be enforced by anyone else. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement. Nothing in this Agreement shall be construed or implied to obligate either Party to furnish any specific type of information to the other Party, or to create any obligation for either Party to enter into any specific transaction with the other Party.
- 8.6 Further Assurance: Each Party will use its reasonable best efforts to, take or cause to be taken all actions, and do or cause to be done all other things, necessary, proper or advisable, in order to give full effect to this Agreement.
- 8.7 Assignment: Neither Party may assign or delegate all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 8.8 Severability: If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted to achieve the intent of the Parties to the extent possible, and all other terms and provisions shall be deemed valid and enforceable.
- 8.9 Injunctive Relief: The Parties hereby acknowledge that the unauthorized disclosure, use or disposition of Confidential Information, or the disclosure of the nature or substance of the discussions between the Parties as contemplated herein, could cause irreparable harm and

significant injury which may be difficult to ascertain and not susceptible to monetary damages. Accordingly, the Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by it or its employees or contractors, and that in addition to all other remedies, the Disclosing Party shall be entitled to seek injunctive relief as a remedy for any such breach.

- 8.10 **Entire Agreement:** This Agreement is the complete and final agreement of the Parties with respect to the Confidential Information. Any amendment made to or modification of this Agreement must be made in writing and signed by both parties.
- 8.11 **Counterparts:** This Agreement may be executed in duplicate originals or in separate counterparts, which are effective as if the Parties signed a single original.

IN WITNESS THEREOF the Parties have caused this Agreement to be executed in duplicate by persons authorized in that behalf, the day and year first above written.

For and on behalf of	For and on behalf of
Signature:	Signature:
Name : [●]	Name : [●]
Designation: [●]	Designation: [●]

In the presence of:

Witness:

- 1. _____
- 2. _____