

THIS NON-DISCLOSURE & NON-COMPETE AGREEMENT entered into this
____ day of _____ 20__.

BETWEEN

A Ltd, an Indian company having its registered office at _____,
(hereinafter called “**A**”) which expression unless repugnant to the context shall
mean and include its subsidiaries, its successors and assigns) of the One Part;

AND

....., an Employee of ‘**A**’ and residing at....., (hereinafter
referred to as the “**Employee**”).

WHEREAS:

- a. ‘**A**’ is a company engaged in the business of designing, manufacturing, marketing and selling of filtration and separation media and converted products used in engine filters, industrial filters, and separators, and is/likely to be the owner or beneficiary of certain patents, trademarks and other Intellectual Property Rights and possessed or still possesses valuable knowledge, technical and secret data and information regarding the designs, manufacturing, converting, testing, performance, processing, applications, costing, pricing, marketing, customers, etc. of said products.
- b. The individual during his/her normal course of business has access to or is in possession of Confidential Information in either its disembodied form or in the form of the final preparation/process/method, etc. that ‘**A**’ treats as being in the nature of Confidential Information.

- c. The unauthorized disclosure by the employee, of the said Confidential Information could expose 'A' to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- d. 'A' thus wishes to safeguard against the wrongful or inadvertent disclosure of its Confidential Information and have considered it necessary to set out in writing the terms and conditions agreed on between the employee and the Company.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. Definitions

a) Intellectual Property:

Includes existing and future Intellectual Property Rights whether unregistered or registered, to any and all patents, copyrights, trademarks, industrial designs, any other Intellectual Property right recognized in law and other confidential and/or proprietary information, forming part of the subject-matter of the agreement, and inclusive of all intellectual property that is owned by 'A' and/or its associate companies where 'A' has direct or indirect business interest, inclusive of but not limited to any oral arrangement which 'A' may have entered into with the Individual or other party.

b) Confidential Information:

Means trade secrets, know-how, patents, utility models, designs, formulations, processes/methods of preparation, test data conducted in-house or by/through collaborative/venture efforts, and all Intellectual

Property rights recognized in law inclusive of any and all improvements/modifications, alterations substantial or otherwise etc., made in the said Confidential Information by 'A'. Also as used in this agreement, the term "Confidential Information" means (i) Information within the purview of this Agreement or any other prior confidentiality agreement whether explicit or implied by terms and relationship of the individual with 'A' and his stated or present functions, that is subsisting on the date of this agreement; (ii) 'A''s current business plans, strategies, methods and/or practices, expansion plans or changes therein; (iii) any information relating to 'A' or its business that is not generally known to the public, including but not limited to information about 'A''s personnel, products, customers, marketing strategies, services or future business plans, and (iv) Process Information defined as data/test data/reports/studies in-house or contracted/ details/ quantified steps/ process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which 'A' may own or be associated with such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols inclusive of other data that 'A' has ownership of/retains and is available and being used by 'A' with reference to its business/ products/ R&D efforts and general and specific information not limited to processes, machines, manufacture, composition of matter, know-how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to 'A''s products, manufacture and sale of products envisaged by 'A''s know-how or any other improved know-how.

c) Individual :

In relation to this agreement, means any individual under a contract of services or contract for services, who was or is an employee of 'A', whose status is permanent or contractual in nature on the date of commencement of this agreement or 'A's venture partners or its subsidiaries or beneficiaries or any other entity or person either retained by 'A' or associated with 'A'.

d) Compete:

In relation to this agreement means the indulging in of any activity, by an Individual, commercial in nature or otherwise, that directly or indirectly, may adversely affect sales, market share, or profit of 'A' or which will have material negative impact on the business of 'A' or expose 'A' to irreparable harm in terms of money, reputation, goodwill or otherwise.

2. Term

- a. This agreement shall be effective for the full and total period of the employment/association of the Individual with 'A' and its successors in business, interest and title and for five years from the end of the relationship as referred to in this clause.
- b. In relation to the preservation of Confidential Information including Intellectual Property owned by 'A', this agreement shall extend in perpetuity.

3. Acknowledgement of Confidentiality

The individual hereby acknowledges that the Confidential Information disclosed to or accessed by the individual is in the nature of Confidential and Proprietary Information and also that the information if disclosed could directly or indirectly expose 'A' to irreparable harm in terms of money, reputation, goodwill or otherwise.

4. Agreement not to Disclose or Assign/License

- a. The individual hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not assign, license, sell, use, commercialize or disclose in any manner whatsoever except under terms of employment or association with 'A', any Intellectual Property or Confidential Information belonging to 'A', to any person or entity, or else under provision governed by this memorandum except as 'A' may approve in writing.
- b. The individual undertakes to use at least the same degree of care in safeguarding the Confidential Information/Intellectual Property as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential Information from unauthorized or inadvertent disclosure.

5. Remedies for Breach of Confidentiality

- a. The individual agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury, damage or bring any other adversity to 'A' which will not be adequately compensated in monetary damages, then 'A' will have no adequate remedy at law and therefore 'A' may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect 'A' against, or on account of, any breach by the Individual, employee/ex-employee of the provisions contained herein.

- b. The individual agrees to reimburse to 'A', the loss arising out of such an unauthorized disclosure and also a reasonable legal fees and other costs incurred by 'A' in enforcing the provisions of the proposed transaction.

6. Non-compete

- a. The individual inclusive of his/ her direct beneficiaries in business, interest and title in recognition of the vesting of exclusive rights to the Confidential and Proprietary Information of 'A' hereby agrees not to directly or indirectly compete with the business of 'A' and its successors and assigns during the term of the agreement.
- b. The individual agrees not to, either indirectly or through any aids, associates or other individuals or entities, help others to compete with the business of 'A' and its successors and assigns during the term of the agreement.
- c. Subsequent to the termination or expiration of terms of employment/association with 'A', the individual undertakes and agrees not to compete or aid others to compete with 'A' for a period of five years.
- d. Subsequent to the termination or expiration of the term of employment/association with 'A', the individual agrees and undertakes that he shall not join or act as a consultant for any competitor of 'A' and he shall not disclose any information or knowledge acquired during his employment in 'A' to any such competitor whether directly or indirectly.
- e. Following the expiration or termination of this contract and notwithstanding the cause or reason for termination, the individual undertakes and agrees not to compete with the business of 'A' using 'A's Confidential Information in its embodied or disembodied form.

7. Jurisdiction

The governing law for the purposes of this agreement shall be the laws of the Republic of India.

Any dispute or action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the appropriate Court at _____, India

8. General Provision

- a. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.
- b. This Agreement is expressly limited to its terms and may be modified or amended only in writing signed by both parties.
- c. Neither this Agreement nor any rights or obligations inherent in 'A's Confidential Information, know-how, trade secrets and other property and/or Intellectual Property hereunder may be transferred or assigned without 'A's written consent respectively. Any attempt to the contrary shall be void.

9. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to

the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect 'A''s interests and rights.

10. Force Majeure

Neither individual will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

11. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered, or after 30 days after mailing, if mailed by registered post addressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

SIGNED BY

On behalf of the **Company**,

In the presence of:

1)

2)

SIGNED BY

In the presence of:

1)

2)

DRAFT