

## **CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT ("**Agreement**") is effective on the [REDACTED] day of [REDACTED], 2025 ("Effective Date"), and is executed by and between

**Engineers India Limited**, (Corporate Identity No. L74899DL1965GOI004352), a company incorporated under the Companies Act, 1956 having its registered office at 1, Bhikaji Cama Place, New Delhi 110066, India, ("**EIL**" / "**THE DISCLOSING PARTY**" ), which expression shall include, unless repugnant to the context, its successors and permitted assigns.

and

\_\_\_\_\_ (hereinafter referred to as "**THE RECEIVING PARTY**"), a company organized and existing under the laws of \_\_\_\_\_, and having its registered office at \_\_\_\_\_ which expression shall include, unless repugnant to the context, its successors and permitted assigns.

EIL and THE RECEIVING PARTY are individually referred to as PARTY or collectively as PARTIES.

### **WHEREAS,**

- A. EIL is executing contract for 'TNT Plant at HEF Khadki' ("**Project**") of Munitions India Limited ("**MIL**");
- B. EIL is in the process of procurement of equipment for the Project from reputed Contractors / Vendors.
- C. In order to provide their quotations, samples, proposals for consideration of EIL and if selected, then to supply equipment as per contractual requirement, THE RECEIVING PARTY requires access to certain information belonging to EIL and MIL which constitutes information of confidential nature ("**Purpose**");
- D. In order to proceed further with the Purpose, THE RECEIVING PARTY requires access to various information which belong to EIL or to MIL, together constituting Confidential Information (as subsequently defined).
- E. THE DISCLOSING PARTY is willing to disclose, or permit disclosure of, as applicable, such Confidential Information to THE RECEIVING PARTY for the Purpose on the terms and conditions set out herein, to which both Parties signify their acceptance by way of this Agreement.

**NOW, THEREFORE, it is agreed as follows:**

#### **1. Definitions**

"**Affiliate**" means any corporation or other legal entity which is controlled by a party, controls a party, or is under the common control with a party. For this definition, control means ownership, directly or indirectly, of fifty percent (50%) or more of the equity interest or shares entitled to vote for the election of directors.

"**Confidential Information**" means all design, technical specifications, process know-how, data, drawings, IPR, Manufacturing and other information in any form or media and whether such delivered in written, oral, (or other tangible) form or acquired by inspection, and irrespective information being a trade secret under an applicable trade secret regime or not relating to the engineering, procurement and fabrication of a plant

and relating to the process and/or equipment developed or acquired by EIL or MIL or any licensors, and disclosed directly or indirectly by EIL or MIL to THE RECEIVING PARTY or acquired anyhow by THE RECEIVING PARTY in relation to the Project.

## **2. Obligation of Confidentiality and Limited Use**

- a. THE RECEIVING PARTY shall hold in confidence all of the Confidential Information for perpetuity and except as provided in Clause 3 and Clause 4 below, there shall be no disclosure of Confidential Information, in whole or in part, to any third party (including Affiliates of THE RECEIVING PARTY).
- b. THE RECEIVING PARTY shall use Confidential Information solely for the Purpose. THE RECEIVING PARTY shall not make known nor cause or permit others to make known to any third party any correlation or identity which may exist between: (i) Confidential Information acquired in connection with or as a result of this Agreement; and (ii) any other technical or business information known or made available to THE RECEIVING PARTY from any other source.

## **3. Exclusions.**

THE RECEIVING PARTY's obligations under Section 2 shall not apply to any information which THE RECEIVING PARTY can show by written evidence:

- (a) is in the public domain at the time of disclosure;
- (b) enters the public domain after disclosure through no fault of THE RECEIVING PARTY;
- (c) is in the possession of THE RECEIVING PARTY at the time of disclosure and which THE RECEIVING PARTY, without breach of any obligation, is free to disclose to others, except if previously acquired, directly or indirectly, from a third party under any confidentiality obligation; or
- (d) is provided to THE RECEIVING PARTY after disclosure by a third party that is not under any confidentiality obligation or has been independently developed by THE RECEIVING PARTY.
- (e) has been independently developed by THE RECEIVING PARTY without relying upon Confidential Information.

Detailed information is not excluded from the obligations of Section 2 merely because such information is embraced by more general information excluded under subparts (a), (b), (c), (d), (e). Neither will a combination of features be excluded unless the combination itself and its principles of operation fall within (a), (b), (c), (d), (e).

THE RECEIVING PARTY may disclose minimal Confidential Information to its subcontractors or vendors ("Third Parties") only in furtherance of the Purpose. However, prior to disclosure to such Third Parties, (1) THE RECEIVING PARTY shall take written consent from THE DISCLOSING PARTY, and (2) sign a confidentiality agreement on terms and conditions as stringent as contained in this Agreement. THE RECEIVING PARTY agrees to submit to THE DISCLOSING PARTY, a copy of such confidentiality agreement it has signed with such Third Parties. THE RECEIVING PARTY shall remain liable for breach of confidentiality obligations by its employees, ex-employees and Third Parties.

Any unauthorized access permitted by THE RECEIVING PARTY shall be deemed to be breach of obligations of THE RECEIVING PARTY under this Agreement.

## **4. Legally Compelled Disclosure**

In the event THE RECEIVING PARTY is required by applicable law or legal process to disclose any Confidential Information, such disclosure shall not constitute a breach of this Agreement provided that, prior to making any such disclosure, THE RECEIVING PARTY (a) provides THE DISCLOSING PARTY with prompt notice of such requirement so that it may seek an appropriate protective order or other remedy, (b) consult with THE DISCLOSING PARTY with respect to taking steps to resist or narrow the scope of such required disclosure, (c) discloses only so much of Confidential Information which is legally required.

#### **5. Return or Destruction of Confidential Information**

Upon THE DISCLOSING PARTY's request, THE RECEIVING PARTY shall and shall cause its Third Parties to promptly return or destroy all documents and materials that contain or reflect the Confidential Information.

#### **6. No Grant of Rights**

THE RECEIVING PARTY acknowledges and agrees that it does not have any right (except as otherwise expressly set forth herein and limited to the Purpose), title or interest in any Confidential Information or to any of the technology embodied therein. THE RECEIVING PARTY shall not reverse engineer any Confidential Information and shall not use it for any purpose other than the Purpose envisaged herein.

#### **7. No Assignment/Sub-Contracting**

Without the prior written consent of THE DISCLOSING PARTY, THE RECEIVING PARTY shall neither attempt to assign any of its rights under this Agreement nor subcontract the performance of this Agreement or part of it which require the use or disclosure of Confidential Information.

#### **8. Injunctive Relief**

THE RECEIVING PARTY agrees that due to the unique nature of the Confidential Information, there is no adequate remedy at law for breach of this Agreement and therefore with respect to any actual or threatened violation of this Agreement by or through THE RECEIVING PARTY, in addition to whatever remedies may be available under applicable law, THE DISCLOSING PARTY shall be entitled to specific performance of this Agreement and to injunctive relief to prevent the disclosure or unauthorized use of any Confidential Information.

#### **9. Governing law and Dispute Resolution.**

This Agreement is governed by and shall be interpreted in accordance with the laws of India without reference to the provisions of conflict of law, and the Parties agree to subject themselves to jurisdiction of courts at Delhi.

#### **10. Entire Agreement and Severability**

This Agreement shall constitute entire understanding of the Parties on the subject matter, and shall supersede any prior understanding oral or written. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and this Agreement and shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable provision.

## 11. Notices

All Notices shall be in writing in the English language and shall be addressed to the parties at their respective registered addresses set forth herein. Each Party may change its address for purposes hereof by Notice given to the other Party in the manner prescribed herein. All Notices shall be given by one of the following methods: (a) by registered or certified mail/ email, (b) by facsimile, confirmed by registered or certified mail, or (c) by express courier delivery, confirmed by written proof thereof. All Notices shall be deemed effective on the date that is ten (10) calendar days after (x) the date on which sent by registered or certified mail or (y) the date on which sent by email or facsimile, confirmed by registered or certified mail or (z) the date on which sent by express courier delivery.

## 12. Counterparts

This Agreement may be signed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in **two** originals, effective as of the date first hereinabove written.

\_\_\_\_\_

**Engineers India Limited**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_