

DENSO

DENSO MARSTON LTD

Otley Road, Shipley,
West Yorkshire,
ENGLAND BD17 7JR
Telephone: (01274) 582266
Fax: (01274) 597165

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made and entered into this 18th day of September 2018 (the "Effective Date")
by and between

DENSO Marston Ltd, a corporation duly organised and existing under the laws of *United Kingdom and the European Union* and having its principal office at *Otley Road, Shipley, West Yorkshire, England, BD17 7JR* (hereinafter referred to as "Discloser")

and

Ramani Precision Machines Private Limited, a corporation duly organised and existing under the laws of *India* and having its principal office at *Plot No. C-28, Industrial Focal Point, Derabassi-140507, Punjab, India* (hereinafter referred to as "Recipient")

WITNESSETH THAT:

WHEREAS, Discloser is engaged in manufacture and sale of *Heat Exchangers* such as *Radiators, Charge Air Coolers, Oil Coolers, Fuel Coolers and ancillary components* (hereinafter referred to as "PRODUCTS") and owns or possesses information concerning such PRODUCTS (hereinafter referred to as "INFORMATION");

WHEREAS, Recipient is engaged in the manufacture and sale of parts and components of the PRODUCTS or sub contract engineering services related to the design of the products that Discloser intends to purchase and Recipient is willing to supply certain types of such parts and/or components/ design work (hereinafter referred to as "PARTS").

WHEREAS, Discloser is willing to disclose such INFORMATION to Recipient as Discloser deems necessary for Recipient's manufacturing and supplying the PARTS to Discloser (hereinafter referred to as "PURPOSE") and Recipient desires to receive INFORMATION from Discloser for such PURPOSE.

NOW, THEREFORE, the parties hereto agree as follows:

1. Discloser agrees to disclose its INFORMATION to Recipient during the term of this AGREEMENT to the extent that Discloser deems necessary for PURPOSE.
2. INFORMATION includes, but is not limited to, technical documents, technical and engineering data, samples, apparatuses, processes, trade secrets, know-how, test results, formulas, specifications, standards, designs, drawings, flowcharts, procedures, hardware, software, customer information, production schedule, market prospects and orally, visually or electrically disclosed information.



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In addition to the above, any and all data and other results of samples, which samples are furnished from Discloser to Recipient hereunder, generated by Recipient through Recipient's evaluation of such samples hereunder shall be considered as INFORMATION.

3. Recipient shall treat INFORMATION as confidential and shall not disclose INFORMATION to any third party, except for such information;
 - (a) which is publicly known at the time of disclosure from Discloser to Recipient or becomes publicly known thereafter through no wrongful act of Recipient,
 - (b) which is already known to Recipient prior to such disclosure as shown by prior written records of Recipient or is lawfully obtained from a third party after such disclosure without any obligation to keep confidential, or
 - (c) which is specifically authorised by Discloser in writing from time to time.
4. Recipient shall not use any part of or whole INFORMATION for any other purpose than PURPOSE.
5. Recipient shall limit access to INFORMATION only to its officers and employees reasonably requiring the same for PURPOSE and agrees that such officers and employees shall not be permitted to remove INFORMATION from Recipient's premises.
6. Recipient shall not reverse-engineer any samples received from Discloser hereunder, and shall not subject such samples to any analysis of their internal structure whether by any invasive or non-invasive method.
7. Any INFORMATION in tangible form shall be returned from Recipient to Discloser within thirty (30) days after the termination or expiration of this AGREEMENT. Any INFORMATION in machine-readable form shall be destroyed by Recipient within thirty (30) days after the termination or expiration of this AGREEMENT. Recipient shall certify in a written document signed by Recipient that all tangible INFORMATION has been returned and all machine-readable INFORMATION has been destroyed.
8. Unless otherwise agreed in writing between the parties hereto, any disclosure of INFORMATION from Discloser to Recipient under this AGREEMENT shall not be construed by each of the parties hereto to be a transfer nor a grant of any patent rights or other intellectual property rights and/or know-how which are contained in INFORMATION, a teaming arrangement, other similar contractual arrangement, or as an obligation to enter into a contract, subcontract or other business relationship.
9. Neither Discloser, its officers nor employees shall have any liability to Recipient, its officers, or employees resulting from Recipient's use of INFORMATION. Further, in no event shall Discloser be liable for incidental or consequential damages based on this AGREEMENT or INFORMATION.



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10. Any disputes, controversies or differences which may arise between the parties, out of or in relation to or in connection with this AGREEMENT, or for the breach thereof, shall be first settled by mutual consultation of the parties in good faith.
11. This AGREEMENT shall become effective as of the Effective Date and continue in force for a period of 10 year(s) thereafter, unless extended by an agreement in writing between the parties.

The termination or expiration of this AGREEMENT shall not affect any obligations already in effect under this AGREEMENT and such obligations shall survive the termination or expiration of this AGREEMENT in eternity.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate by their duly authorised officers or representatives, each one of which is retained by each of the parties hereto.

DENSO Marston Ltd.

Ramani Precision Machines Private Ltd.

By: _____

By: Rahul Verma

Name: _____
(Print or type)

Name: RAHUL VERMA
(Print or type)

Title: _____

Title: DIRECTOR - TECHNICAL

Date: _____

Date: 18.09.2018



DENSO

Crafting the Core

DENSO MARSTON LTD
Otley Road, Shipley,
West Yorkshire,
ENGLAND BD17 7JR
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EXCLUSIVITY AGREEMENT

This exclusivity agreement (hereby referred to as the "Agreement") is entered into and made on 18th September 2018, between Ramani Precision Machines Private Ltd (hereby referred to as "A") and DENSO Marston Ltd (hereby referred to as "B").

A and B have expressed interest in entering into an exclusivity agreement in regards to:

- Fin Insertion Machine and Related Technical/Process Knowledge

For the interest of both involved parties, and to show receipt and acknowledgment of this agreement, both parties agree to:

1. Exclusivity

The period of exclusivity will begin on 18th September 18, 2018 and conclude on 18th September 2028. During this period, A will not sell, promote, or solicit any property included within the Agreement to any other parties.

2. Non-Disparagement

Both parties agree that during the Agreement, along with a period of five (5) year after termination or completion of the Agreement, they will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

3. Confidentiality

During the agreement, each party will have access to certain confidential information pertaining to the other party's business. Both agree to keep all information confidential. Confidential information may also be returned to the owner upon request.

4. Dispute Resolution

Any and all notices relating to this Agreement must be delivered via certified mail, in person, or via email. Sent notifications must be delivered to:

- Rahul Verma – Rahul@ramaniindia.com
Ramani Precision Machines Private Ltd, plot C-28, Focal Point, Derabassi, Punjab, 160022, India

- Vineet Verma – Vverma@denso-marston.com
DENSO Marston Ltd, Otley Road, Shipley, West Yorkshire, BD17 7JR, England

If any provision in this agreement is found to be unenforceable or invalid, all other provisions will remain in effect. Both parties will be permitted to come to an agreement and replace the invalid provision with an enforceable, valid term.



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This Agreement may not be modified or amended except through written agreement agreed upon and executed by both parties.

This Agreement is subject to the jurisdiction of Punjab, India as agreed between both parties.

The signatures below serve as agreement and acknowledgment of all terms and conditions listed within this Agreement.

Ramani Precision Machines Private Ltd

Signature Rahul Verma

Print RAHUL VERMA

Date 18.09.2018



DENSO Marston Ltd

Signature _____

Print _____

Date _____



DENSO MANUFACTURING CZECH s.r.o.
CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT
FOR SUPPLIER

Supplier to DENSO MANUFACTURING CZECH s.r.o., the undersigned Company, through its authorized representative, agrees not to disclose to third parties (except for those of the Company's employees, agents and representatives who have a need to know for the purpose of activities related to business with DENSO and who have been bound to comply with this Agreement) or to make any use, copy, or transcription of, except as authorized in advance by DENSO in writing, any DENSO business, technical and/or financial information (individually and collectively called "Confidential Information") whether or not marked or identified as confidential and received by the Company in writing (computer generated or handwritten), orally, visually (e.g., prototypes, tooling, etc.) or electronic format.

The Company further agrees not to use DENSO's Confidential Information for any other purpose than to conduct business for DENSO. The Company shall hold DENSO's Confidential Information in confidence indefinitely from whenever disclosed by DENSO (i.e., before or after a Company business activity), and regardless of DENSO's action on any such Quote. Furthermore, the Company shall not manufacture products for any third party using DENSO's Confidential Information.

This Agreement shall not affect the Company's right to use or disclose Confidential Information which the Company can establish by tangible evidence: (a) is or may hereafter be in the public domain through no wrongful act of the Company, its employees, agents or representatives; (b) is known to the Company prior to the disclosure by DENSO; (c) is disclosed to the Company by a third party subsequent to disclosure by DENSO without similar restrictions regarding confidentiality, disclosure and use; (d) is approved for release by DENSO; or (e) is independently developed by the Company without use of DENSO's Confidential Information.

All Confidential Information disclosed by DENSO to the Company, and all copies, summaries, drawings, or descriptions thereof, including prototypes and electronic data, shall remain the property of DENSO. Upon DENSO's request, the Company shall promptly return all Confidential Information (originals, copies, prototypes, etc.) to DENSO or certify in writing that the Confidential Information has been destroyed or, in the case of electronic data, permanently deleted. The Company shall not obtain any rights or licenses to DENSO's Confidential Information disclosed, except to use the same as expressly stated in this Agreement.

Nothing in this Agreement shall obligate DENSO to enter into any business transaction with the Company. All disclosures made by the Company shall be deemed received by DENSO on a non-confidential basis. This Agreement constitutes the entire and only understanding between the parties regarding DENSO's Confidential Information, and shall continue in full force and effect regardless if the Company is awarded the business, and regardless of any contrary terms and conditions found in the Company's documents for the business conducted with DENSO. For purposes of this Agreement, "DENSO" shall mean and include DENSO and its parent, DENSO Corporation, and the respective subsidiaries and affiliates of each. This Agreement shall not be amended, changed or modified except by a writing signed by DENSO's authorized representative.

ACCEPTED AND AGREED TO BY THE COMPANY:

Company Name: RAMANI PRECISION MACHINES PRIVATE LIMITED

Company Address: PLOT C28, INDUSTRIAL FOCAL POINT, DERABASSI PUNJAB INDIA

Signature of Authorized Representative: *Rahul Verma*

Authorized Rep. Printed Name: RAHUL VERMA

Authorized Rep. Title: DIRECTOR

Date Signed: 30.08.2017

Project: ALL DENSO PROJECTS



CONFIDENTIALITY UNDERTAKING

By:

Ramani Precision Machines (P) Ltd., incorporated under the laws of India, with registered offices in C-28, Indl. Focal Point, Derabassi, INDIA, duly represented by Mr. H. O. Verma- Managing Director, hereinafter referred to as "**Supplier**"

Thermal Powertrain, PG of the Valeo Thermal Systems located Valeo India Pvt. Ltd., Block A, 4th Floor, Tecci Park, No: 176, Rajiv Gandhi Salai, Sozhan ganallur, Chennai-600119, Tamilnadu, India.

("Valeo"), is studying the possibility of working with Supplier and is thus willing to provide Supplier with technical, commercial, financial, legal, strategic or other information, either verbal, or in the form of written or electronic documents, the development of which required technical, industrial or commercial know-how which belong to Valeo ("Information").

1. Accordingly, Supplier expressly undertakes to the following:

1.1. to keep strictly confidential, not to publish or communicate to third parties, including subsidiaries of Supplier, as well as companies holding part of its capital, Information of any kind that has been communicated to it by Valeo or to which it has access during its visits in one of Valeo's establishments.

1.2. not to use the Information, directly or indirectly, for its own needs other than the carrying out of the services requested of it.

1.3. Not to duplicate documents, of any kind, handed over by Valeo and to return them upon request or when the services to be carried out have been completed.

1.4. to communicate the Information only to the employees who may need to know it in order to carry out the said services, after having previously clearly informed the aforementioned employees of the strictly confidential nature of the Information, and of their property, and having made them promise to respect the confidentiality under the same terms as Supplier itself.

Supplier agrees to be responsible for the proper performance of the aforesaid confidentiality obligations by the employees having received the Information and will keep a daily updated list of the personnel to whom the Information has been communicated.

2. Consequently, Supplier guarantees Valeo against any claims, responsibility, loss and expenses that it may encounter as a result of violation by the persons in possession of the Information of their obligations, and the proof of which has been given, and promises to reimburse Valeo of any harm suffered thereof.

3. Supplier understands that this Confidentiality Undertaking does not cover Information:

- * already known to the public at the time the Information is given to Supplier or which may become known to the public, with the exception that, in the last case, Supplier may not be held responsible for breach of this Agreement,
- * already known to Supplier, before being furnished by Valeo, provided that Supplier can prove it with written documents indisputably dated,
- * communicated to Supplier after this Agreement was signed by a third party who did not have the Information in its possession either directly or indirectly given by Valeo.

4. Supplier acknowledges that communication of Information by Valeo to Supplier shall in no case considered as:

- * warranty as to the accuracy of Information,
- * divulgence with regard to patent legislation,
- * intent to contract from Valeo,
- * transfer of any intellectual property right.

5. Supplier agrees for this Confidentiality Undertaking to be effective for a period of five years as of the date hereof or as of the date of first communication of Information to Supplier, whichever is the earliest.

6. Supplier agrees for this Confidentiality Undertaking to be governed by Indian law. In the event of any dispute with Valeo, the Indian courts shall have sole jurisdiction.

On behalf of Supplier	
Name: H. O. VERMA	
Title: Managing Director	
Signature:	
Date: 25.02.2013	
Place: DERABASSI – 140567 (INDIA)	

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by and between

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and

Ramani Machines a corporation duly organised and existing under the laws of *India* and having its principal office at *PLOT NO. C-28, INDUSTRIAL ESTATE, ... (hereinafter referred to as "Recipient")*
POINT, DERABASSI (PUNJAB)- INDIA

WITNESSETH THAT:

WHEREAS, Discloser is engaged in manufacture and sale of *Heat Exchangers* such as *Radiators, Charge Air Coolers, Oil Coolers, Fuel Coolers and ancillary components* (hereinafter referred to as "PRODUCTS") and owns or possesses information concerning such PRODUCTS (hereinafter referred to as "INFORMATION");

WHEREAS, Recipient is engaged in the manufacture and sale of parts and components of the PRODUCTS or sub contract engineering services related to the design of the products that Discloser intends to purchase and Recipient is willing to supply certain types of such parts and/or components/ design work (hereinafter referred to as "PARTS").

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For **RAMANI**
PRECISION MACHINES PRIVATE LIMITED
Mank Vasu
Director

Registered office as above



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7. Any INFORMATION in tangible form shall be returned from Recipient to Discloser within thirty (30) days after the termination or expiration of this AGREEMENT. Any INFORMATION in machine-readable form shall be destroyed by Recipient within thirty (30) days after the termination or expiration of this AGREEMENT. Recipient shall certify in a written document signed by Recipient that all tangible INFORMATION has been returned and all machine-readable INFORMATION has been destroyed.
8. Unless otherwise agreed in writing between the parties hereto, any disclosure of INFORMATION from Discloser to Recipient under this AGREEMENT shall not be construed by each of the parties hereto to be a transfer nor a grant of any patent rights or other intellectual property rights and/or know-how which are contained in INFORMATION, a teaming arrangement, other similar contractual arrangement, or as an obligation to enter into a contract, subcontract or other business relationship.
9. Neither Discloser, its officers nor employees shall have any liability to Recipient, its officers, or employees resulting from Recipient's use of INFORMATION. Further, in no event shall Discloser be liable for incidental or consequential damages based on this AGREEMENT or INFORMATION.

For **RAMANI**
PRECISION MACHINES PRIVATE LIMITED
Registered office as above
Manku Verma
Director

Registered office as above



DENSO

DENSO MARSTON LTD

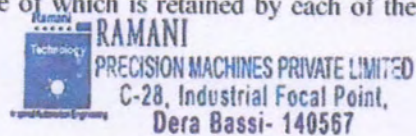
Olley Road, Shipley,
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11. This AGREEMENT shall become effective as of the Effective Date and continue in force for a period of 5 year(s) thereafter, unless extended by an agreement in writing between the parties.

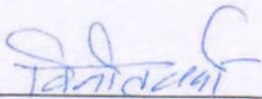
The termination or expiration of this AGREEMENT shall not affect any obligations already in effect under this AGREEMENT and such obligations shall survive the termination or expiration of this AGREEMENT in eternity.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate by their duly authorised officers or representatives, each one of which is retained by each of the parties hereto.



DENSO Marston Ltd

(Full and Official name of supplier)

By: 

By: 

Name: VINEET VERMA
(Print or type)

Name: MANIK VERMA
(Print or type)

Title: Head of Production Engg

Title: DIRECTOR - TECHNICAL

Date: 19/02/16

Date: 19/02/2016

