

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, having an effective date of **31st May, 2017** ("Effective Date"), is made between

S&S GROUP OF COMPANIES, a group of Public Limited Companies incorporated under the Companies Act, 1956 having their Registered Offices at Plot No 14, CMDA Industrial Area Part-II, Chithamur Village, Maraimalai Nagar – 603209, Kancheepuram District, Tamilnadu, represented by their Managing Director, Mr Ashok Kumar Vishwakarma (hereinafter referred to as ("S&S")) and **JAYVIN MANAGEMENT SYSTEM AND SOLUTIONS**, a proprietary concern having its place of business at No 34, 4th Street, Nethaji Nagar, Alapakkam Main Road, Maduravoyal, Chennai – 600 095, Tamilnadu represented by its Director Mr V PREMKUMAR (hereinafter referred to as the "RECIPIENT").

S&S GROUP OF COMPANIES consists of the following entities:

- a) S&S POWER SWITCHGEAR LIMITED,
- b) S&S POWER SWITCHGEAR EQUIPMENT LIMITED,
- c) ACRASTYLE POWER (INDIA) LIMITED,

S&S and RECIPIENT (collectively referred to as the "Parties," and individually referred to as a "Party") have determined the need to establish terms governing the use and protection of certain confidential business, technical, and other information that S&S and/or any of its Affiliates may disclose to the RECIPIENT for the purpose given below:

RECITALS

- A. S&S has approached the Recipient to provide Consultancy and implementation of "Centralized Integrated Management System" EQHS (Environment, Quality, Health & Safety) and Certification of ISO 9001:2015, ISO 14001:2015 and OHSAS 18000 Certification (hereinafter referred to as the "SERVICES") for all the three entities.
- B. Hence it is necessary and desirable that RECIPIENT who receives certain Confidential information relating to designs, specifications, manufacturing standards, possible outsourcing warehouse operations, and business information for quotation, evaluation, production, warehouse services and delivery (the "Purpose") shall keep the confidentiality of Information's received from S&S.
- B. In order to preserve the proprietary rights of S&S, including the confidentiality of certain information, both the parties acknowledge that it is necessary that certain information be kept confidential.

TERMS

Accordingly, in consideration of the foregoing and the advantages which the RECIPIENT secures by becoming acquainted with the materials and information, the RECIPIENT agrees as follows:

1. **Definitions.** The following definitions shall apply:
 - a. "Confidential Information" means any and all proprietary, confidential, trade secret information, plans, designs etc. or any other such materials received for the purpose of SERVICES, including but not limited to technical, engineering, manufacturing, financial and/or marketing information, models, prototypes, or samples disclosed by S&S to RECIPIENT and related discussions regarding the Purpose as referenced in paragraph A; provided that:
 - b. Confidential information will not include information already made available in the public domain or known to the RECIPIENT (as evidenced by contemporaneous written records) when first received from S&S, and

- c. Confidential Information will lose its status as Confidential Information if, and as of the date when, it becomes part of the public domain through no wrongful act of RECIPIENT, is rightfully disclosed to the RECIPIENT without restriction by a source other than S&S or is developed by RECIPIENT entirely independently of any disclosure under this Agreement (as evidenced by contemporaneous written records).
2. **RECIPIENT'S Obligation:** Recipient shall agree to protect all Confidential Information, using the same degree of care used to protect its own confidential or proprietary information, but in any case using no less than a reasonable degree of care. Recipient shall only disclose Confidential Information to its officers, directors, employees, who have a need to know for the Purpose, and who are bound to protect the Confidential Information from unauthorized use and disclosure under terms at least as restrictive as those contained herein. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of S&S.
3. Recipient shall not use or copy Confidential Information in any manner unless such activities are necessary to achieve the Purpose of this agreement. Recipient shall not remove the markings on Confidential Information or copy Confidential Information in whole or in part without the confidential or proprietary markings. Unless consistent with the Purpose, Recipient shall not decompile, disassemble, decode, reproduce, or reverse engineer any of Confidential Information or use Confidential Information to perform such activities.
4. **No License/No Further Obligation:** Confidential Information provided by S&S under this Agreement is provided to the RECIPIENT solely for the Purpose of Services mentioned in the Recitals. This Agreement does not transfer, grant or confer any ownership rights in the Confidential Information. No intellectual property licenses or rights are granted or implied by this Agreement. By entering into this Agreement, S&S is not committing to enter into further business activities, or to reimburse RECIPIENT for any costs incurred in the course of its performance under this Agreement.
5. **Publicity** RECIPIENT will not refer to this Agreement or to any related activity or relationship with S&S to any third party, for any promotional purpose or in any news release or public announcement without the prior written approval of S&S.
6. **Term** This Agreement will automatically expire after the Completion of Ninety Days i.e Three months period from its Effective Date unless sooner terminated in accordance with this paragraph. Parties may terminate this Agreement upon 30 days written notice specifying the date of the termination. Any expiration or termination, however, will have no effect upon obligations relative to Confidential Information disclosed to RECIPIENT under this Agreement prior to the date of the expiration or termination. All confidentiality obligations survive the expiration or termination indefinitely.
7. **Ownership** All Confidential information is and shall at all times remain the exclusive property of the S&S. Further, any information, invention, idea, or improvement, whether patentable or not, first conceived or reduced to practice by RECIPIENT that is based on Confidential Information supplied by S&S is the exclusive property of S&S without further compensation. RECIPIENT must promptly disclose the information, invention, idea, or improvement to S&S and cooperate and execute whatever documents are necessary to perfect S&S title to the information, invention, idea, or improvement.
8. **Legally Compelled Disclosure** If RECIPIENT becomes legally required or compelled to disclose the Confidential information disclosed by S&S, RECIPIENT will promptly notify S&S so that S&S may be given a reasonable opportunity under the circumstances to seek a protective order or other remedy, prior to complying with such legal requirement.

9. **Return of Information** Upon termination, expiration or S&S written request, all Confidential Information in tangible or electronic form as received from the S&S must be returned, erased or destroyed as per the written request within thirty (30) days and must not thereafter be retained in any form by the RECIPIENT.
10. **Breach/Remedies** RECIPIENT agrees to be responsible to the fullest extent allowed by law for violation of this Agreement. RECIPIENT acknowledges that Confidential Information is unique and valuable, and that disclosure or use in breach of this Agreement may result in irreparable injury to S&S for which monetary damages alone may not be an adequate remedy. Therefore, RECIPIENT agrees that in the event of a breach or threatened breach of confidentiality to promptly notify S&S of such and S&S is entitled to specific performance and injunctive or other equitable relief as a remedy for any breach or anticipated breach without the necessity of posting a bond. Any relief is in addition to and not in lieu of any appropriate relief shall be mutually agreed & settled between the parties..
11. **Governing Law** This Agreement is governed by the laws of India. The courts at Chennai shall have exclusive jurisdiction.
12. **Assignment** RECIPIENT may not assign any of its rights or obligations under this Agreement.
13. **No Waiver** Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement.
14. **Entire Agreement/Modification.** This Agreement constitutes the complete agreement of the Parties, and supersedes any prior understandings or agreements between the Parties, as to the subject matter herein and may only be amended by written agreement signed by both Parties.
15. **Enforceability.** If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder is to be enforced as fully as possible and the unenforceable provision will be modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties.
16. **Compliance with Law.** RECIPIENT acknowledges the Confidential Information may be subject to export regulations and laws. RECIPIENT agrees not to disclose, export or re-export, directly or indirectly, any Confidential Information, or its direct products, provided under this Agreement in violation of such export regulations and laws.
17. **Notice.** All notices must be in writing and sent to the following addresses, except as may be changed by either Party by written notice to the other:

In the case of S&S, to:

**Plot No 14, CMDA Industrial Area Part-II, Chithamanur Village,
Maraimathal Nagar – 603 209, Kancheepuram District, Tamilnadu**

Or in the case of Recipient, to:

**JAYVIN MANAGEMENT SYSTEM AND SOLUTIONS,
No 34, 4th Street, Nethaji Nagar, Alapakkam Main Road,
Maduravoyal, Chennai – 600 095, Tamilnadu**

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original with the same effect as if the Parties signed the same document, but all of which together will constitute one and the same document.

For S&S Power Switchgear Ltd,

for: JAYVIN MANAGEMENT SYSTEM AND SOLUTIONS

Signature: _____

Signature: _____

By: Ashok Kumar Vishwakarma

By: V.Prem Kumar

Title: Managing Director

Title: Director

Date: 30th May, 2017

Date : 30th May, 2017