

Non-Disclosure & Confidentiality Agreement

This Agreement is entered into on [.....insert date here.....] ("Effective Date") between [.....insert name and address of supplier here.....] (hereinafter called "**SUPPLIER**") and WABCO INDIA LIMITED (company number:) with its registered office at Plot No 3 (SP), Third Main Road, Ambattur Industrial Estate, Chennai-600058, Tamil Nadu, India (hereinafter called "**WABCO**")

PREAMBLE

WHEREAS the parties to this Agreement ("the Parties") desire to evaluate the opportunities of a business cooperation regarding [.....insert a description of the project being discussed],

it is agreed that the Parties will exchange information of a confidential and proprietary nature relating to the products, capabilities and commercial operations of the Parties.

NOW IT IS HEREBY AGREED between the Parties as follows:

1. For the purpose of this Agreement:
 - (a) "Proprietary Information" shall mean all technical information, samples, documents, ideas, know-how, trade and commercial and other information supplied or made accessible by one Party or an affiliated company of this Party to the other Party in pursuance of this Agreement for the purpose referred to in the preamble to this Agreement, whether disclosed orally, in documentary form, by demonstration or otherwise;
 - (b) "Proper Use" shall mean use of the Proprietary Information solely for the purpose stated in the preamble to this Agreement;
 - (c) "Disclosing Party" means the Party or an affiliated company of this Party furnishing Proprietary Information and "Recipient" means the Party receiving it in the particular case.
2. Recipient agrees
 - (a) to treat Proprietary Information as confidential;
 - (b) to keep Proprietary Information in safe custody;
 - (c) not to use Proprietary Information except for Proper Use, in particular, not to use Proprietary Information for its own or for foreign purposes;
 - (d) not to disclose Proprietary Information to any person who is not directly concerned in its Proper Use; and
 - (e) not to disclose Proprietary Information to any third party without the Disclosing Party's prior written consent.

In protecting the Proprietary Information the Recipient shall as a minimum standard take such precautions and make such arrangements as the Recipient would take and make with regard to the Recipient's own confidential information and shall use its best efforts to prevent unauthorized persons from gaining access to the Proprietary Information. The Recipient will inform such of the Recipient's employees as are concerned in its Proper Use of the confidential nature of the Proprietary Information, will prohibit them from taking copies of any of it except as may reasonably be required for Proper Use and, subject to Paragraph 5, except for one archival copy and will, at its own expense, enforce the obligations of confidentiality in relation to its employees.
3. This Agreement does not apply to any of the Proprietary Information which the Recipient can prove:
 - (a) is already known to the Recipient at the date it was disclosed by the Disclosing Party; or

- (b) is disclosed to the Recipient without restrictions on use or disclosure by a third party whose direct or indirect source is not the Disclosing Party; or
- (c) is or becomes generally known or freely available to the public other than through a breach by the Recipient of its obligations hereunder; or
- (d) is independently developed by the Recipient,

provided that, if only a portion of the Proprietary Information falls within any one of these exemptions, the remainder shall continue to be subject to this Agreement.

4. Notwithstanding the aforementioned provisions, the Parties are entitled to disclose, on a need-to-know basis, all Proprietary Information received under this Agreement to their affiliated companies, provided that such companies are bound to secrecy in accordance with this Agreement.
5. All Proprietary Information disclosed under this Agreement shall remain the property of the Disclosing Party and may be recalled by the Disclosing Party at any time. Upon receipt of a written request from the Disclosing Party for return of such Proprietary Information, the Recipient shall promptly either
 - (a) destroy and certify to the Disclosing Party the destruction of or
 - (b) return to the Disclosing Party

all of the Disclosing Party's Proprietary Information disclosed to the Recipient under this Agreement, including but not limited to all copies, reproductions, summaries, analyses or extracts of the Proprietary Information or based thereon. However, the Recipient may retain one archival copy of any Proprietary Information returned or destroyed under this Agreement in the files of its lawyers or legal department for dispute resolution purposes only.
6. The knowledge of patentable Proprietary Information of the Disclosing Party does not constitute a right of prior use. The Recipient will not, without the Disclosing Party's prior written consent, apply for any intellectual property (e.g. patent, design) registration in respect of the Proprietary Information or any invention or design contained therein or based thereon, except in respect of any excepted Proprietary Information referred to in paragraph 3 above.
7. This Agreement does not constitute any duty of disclosure of information between the Parties.
8. Neither the execution of this Agreement nor the furnishing of any information under this Agreement shall be construed as granting either Party, either expressly or by implication, estoppel or otherwise, any license under or title to any Proprietary Information, or any invention, design, patent, copyright, or other form of intellectual property now or hereafter owned or controlled by the other Party.
9. The Disclosing Party warrants that it has the right to make the disclosures contemplated by this Agreement. No other warranties are made by either Party. All information exchanged hereunder is provided "as is." It is further understood and agreed that the disclosure of Proprietary Information hereunder is subject to all of the required and continuing Government approvals, clearances, regulations, and export licenses, where applicable.
10. It is agreed that the existence of this Agreement, its contents and the intended cooperation referred to in the preamble to this Agreement shall not be disclosed to any third party without the prior written consent of the Parties. Paragraphs 3 and 4 apply accordingly.
11. This Agreement shall come into force upon the Effective Date and shall terminate seven (7) years from that date. Its terms are also valid for all Proprietary Information exchanged prior to the Effective Date hereof. Furthermore, subject to the exemptions as defined in Paragraph 3 above, all Proprietary Information shall be treated according to the terms of this Agreement for a period of two (2) years after the expiration of this Agreement.
12. If the Recipient is ordered by any court or governmental agency or authority to disclose any of the Proprietary Information, then the Recipient shall give the Disclosing Party prompt written notice of such order. The

Disclosing Party may then seek appropriate protective relief from all or part of such order and/or may authorize the Recipient to disclose Proprietary Information to such court or agency or authority as required by all or part of such order. If, after a reasonable period, the Disclosing Party fails to obtain such relief, and, in the opinion of the Recipient's counsel, the Recipient is legally compelled to disclose Proprietary Information pursuant to such order, then the Recipient may disclose that portion of the Proprietary Information which the Recipient's counsel determines it is compelled to disclose.

- 13. This Agreement is the entire agreement between the Parties and supersedes all other agreements and understandings relating to its subject matter. This Agreement may be amended only by a written amendment duly executed by the Parties.
- 14. This Agreement is governed by the laws of India. The place of jurisdiction for all disputes arising in connection with this Agreement shall be Chennai. India..

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date specified above, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

Supplier

WABCO INDIA LIMITED

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Date

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Date

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Signature

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Signature

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Name

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Name

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Title

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Title