



## **Agreement Of Nondisclosure**

**Between**

**“Kotech Infra Private Limited”**

**(CIN U45400PN2021PTC202970)**

Gat No. 97/1, Alandi Markal Road,  
Solu, Alandi, Pune.412105

**And**

**“Vendor Name”**

The signers are representatives of the above-mentioned company and are currently in negotiations with Kotech Infra about possible business relations for tooling and fixture. For this purpose, Kotech Infra furnishes confidential information. The signers and the company they represent agree to keep confidential all information furnished by Kotech Infra, to use this information for the purpose of a possible cooperation only. Use of this information for own purposes or giving access to third parties is only permitted with the written consent of Kotech Infra.

The confidential information may only be used by co-workers within the signers' company to properly evaluate the possibility of a business cooperation. It is the signers' responsibility to ensure their co-workers' confidentiality.

Confidential information is all technical information, specifications, documents, inquiries and photographic material that originate from Kotech Infra Pvt. Ltd.

The signers acknowledge KOTECH's claim of ownership for all documents, drawings etc. received from Kotech Infra and agree to waive any claims hereto. Any copies made or information received will not be exploited by the signers, their companies or any third parties.

In case of any violation of the obligations imposed through this agreement, the contractual subject themselves to a contractual partners penalty to be claimed in the given case, the degree, appropriateness and proportionality of which shall be subject to the review of the competent court with This Agreement shall be governed by and construed in accordance with the laws of India and courts at Pune shall have exclusive jurisdiction in regard to this agreement.

All matters, questions, disputes, difference or claims arising between the Parties in relation to or in connection with this Agreement, its interpretation or application or as to the rights, duties or liabilities of the Parties there under, or as to any act matter or thing arising out of or consequent to or in connection with this Agreement shall be resolved by mutual discussions. If the parties are unable to resolve the dispute within thirty (30) days through negotiation, then, such dispute shall be finally resolved through arbitration to be conducted in accordance with the rules of the Arbitration and Conciliation Act, 1996 including any modification, amendment thereto. The venue of the Arbitration

shall be Pune (INDIA). The language of Arbitration shall be English. Each party shall bear its own cost of Arbitration. The Arbitration proceedings shall not have any effect on the performance of those parts of



these Agreements that are not in dispute or in respect of which no difference has arisen between the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

Place:

Date:

Company Stamp

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Vendor Name

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For Kotech Infra Pvt Ltd