

ANNEXURE A

**Confidentiality / Non-Disclosure Agreement in terms of the Code of Business Conduct and Ethics.**

This Confidentiality / Non-Disclosure Agreement executed this .....day of ..... 2007 by ....., son of / daughter of / wife of ....., aged about .....years, resident of .....hereinafter referred to as 'Employee', which expression shall mean and include his / her successors in interest and assigns on the ONE PART

**AND**

Best & Crompton Engg. Limited, the Company formed under the Companies Act, 1956, having its Registered Office at 39, Industrial Estate (North), Ambattur, Chennai - 600 098 hereinafter referred to as 'Employer', which expression shall mean and include wherever the context so permits its successors in interest and assigns, represented by Mr. A. Kumaresan, Executive Director (Corporate Affairs) on the OTHER PART

Whereas the Employer has adopted a Code of Business Conduct and Ethics for good Corporate Governance by the Employer and their Employees.

Whereas the Employee has read the said Code of Business Conduct and Ethics and has fully understood the same.

Whereas the Employee, in terms of Clause ..... of his Appointment Order dated ... ..... has accepted that he / she will maintain strict confidentiality of all materials, records, documents, data which are in his / her possession during the course of the employment with the Employer.

Whereas this Agreement is part and parcel of the terms of the employment with the Employer.

Whereas for better and good Corporate Governance, the Employee and the Employer have, for convenience and for better understanding of the terms of the employment and the Code, are desirous of reducing the same in writing.

**NOW THIS CONFIDENTIAL / NON DISCLOSURE AGREEMENT  
WITNESSETH AS UNDER:**

1. For purposes of this Agreement, “CONFIDENTIAL INFORMATION” shall mean and include any information and data including but not limited to any kind of business, commercial, financial or technical information and all data disclosed by the Employer in connection with the purposes of this Agreement, irrespective of the medium in which such information or data is embedded and the manner in which such information is disclosed. CONFIDENTIAL INFORMATION shall include but not limited to, copies or abstract made thereof, samples or proto types or parts thereof.
2. All CONFIDENTIAL INFORMATION disclosed pursuant to this Agreement :
  - a) shall be used exclusively for the purposes of this Agreement and the employee agrees and undertakes that he / she be permitted to use such information disclosed to him or her only for such purpose as is required / necessary in the discharge of his / her official duties.
  - b) the Employee shall not distribute, disclose or disseminate such information as may be received to any third party / outsider without the express written consent of the Employer.
  - c) the Employee shall take all reasonable care to ensure that such information, which is in his / her possession, shall not be available with any third party or outsider.
  - d) the Employee agrees, accepts and acknowledges that all such information either in the electronic form or in print or written or in the form of data or slides or in any other medium, shall always remain the property of the Employer.
3. It is, however, agreed and understood by the Employer that the Employee, if he / she can reasonably demonstrate or show that such information is already in the public domain or common knowledge before such information came into his / her possession, he / she will not be deemed to have breached any Clause of this Agreement. However, the employee has to reasonably demonstrate with proof that such information was in his / her possession prior to the same being given to him / her by the Employer.
4. If the Employee is required or obliged to give or part with such information to any Governmental Agency or Authority, as required by law or by statutory rules which, if he / she does not give or part with, will result in the Employee be prosecuted for such breach and violation, in such an event the said disclosure would not be treated as breach of this Agreement.

5. The Employee agrees and undertakes to indemnify and keep harmless, the Directors, Officers and co-employees from and against all or any claims, damages, loss, liabilities or expenses (including but not limited to reasonable attorney fees and disbursements) arising out of or resulting from the breach of this Agreement by such Employee.
6. It is also agreed and accepted by the Employee that monetary compensation or damages alone will not be the remedy available to the Employer. The Employer can, if so they desire, take such other action as may be required or necessary which may include but not limited to criminal prosecutions of the Employee, apart from termination of service by the Employer forthwith, in terms of the Appointment Order. The Employee, in such an event, will not be entitled to any compensation for the termination of service save that which he is legally entitled to.
7. The Employee agrees, undertakes and confirms that any invention/ discovery which he / she makes in the course of his / her employment will remain the property of the Employer and the Employer is neither obliged nor obligated to grant the Right of Invention to the said Employee. The Employer will be at liberty to apply for Patent / Trade Mark of such invention / discovery of the Employee in the name of the Company.
8. The Employee agrees and accepts that he / she will not be entitled to any remuneration other than what he / she is legally entitled to receive in terms of his / her employment with the said Employer for any such invention / discovery made by him / her in the course of his / her employment.
9. It is agreed and understood that the Employee shall maintain confidentiality of all such information but not limited to, whatsoever has been stated hereinabove, for a minimum period of 5 years from the cessation of his / her employment with the Employer. It is, however, agreed and understood that in respect of certain types of confidential information, if so desired by the Employer to maintain confidentiality permanently in such an event the Employee shall, even after cessation of employment and the period of 5 years agreed to, continue to maintain the secrecy and confidentiality. Even thereafter, the Employee agrees and undertakes that in the event, the Employer find or it comes to their knowledge that the Employee has breached this Clause, the Employer will be at liberty to proceed against him / her for recovery of damages and or also initiate Civil and Criminal action against the said employee.
- 9.1 It is agreed and understood by the Employee that on cessation of employment with the Employer for any reason whatsoever, the Employee shall forthwith return to the Employer all such data, documents, which are in his / her possession within 48 hours of the cessation of his / her employment. It is agreed and understood that the Employer can within 15 days of cessation of the Employee's employment, call upon him / her to return such data or documents, which have not been returned in terms of this Clause. Any waiver or

indulgence shown by the Employer cannot be construed as waiver of all Clauses or Conditions of this Agreement by the Employer to the Employee.

10. It is agreed and understood that this Agreement shall be governed by the laws applicable to such Agreements as in force from time to time and in the event, there is any Clause which is contrary or derogatory of any provisions of law as applicable, such Clause shall be suitably modified to be in conformity with the laws applicable.
11. It is agreed and understood that in the case of any dispute or difference between the Employer and the Employee to any of the Clauses of this Agreement, the same shall be referred for Arbitration under the Provisions of Arbitration and Conciliation Act, 1996. The Venue of Arbitration shall be Chennai and the Proceedings shall be conducted in English.
12. It is agreed and understood that provisions of this Agreement shall not be modified or amended except in writing and with the consent of both the Parties, such modification or amendment shall be recorded in writing.
13. It is agreed and understood that Notices to either Party will be deemed to have been served, if sent, by Registered Post Acknowledgement Due at the undermentioned addresses :