

## NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

THIS NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT (“**Agreement**”) is made and entered into at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twenty \_\_\_\_ (20\_\_\_\_) **BETWEEN** \_\_\_\_\_ (CIN: \_\_\_\_\_), a Company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at \_\_\_\_\_, through its Authorised Director \_\_\_\_\_, authorised vide Board of Directors’ Resolution dated \_\_\_\_\_, hereinafter referred to as “**THE SUPPLIER**” (*which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries, holding companies, successors and assigns*) of the **ONE PART; AND** \_\_\_\_\_(CIN: \_\_\_\_\_), a Company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at – \_\_\_\_\_, through its Authorised Director \_\_\_\_\_, authorised vide Board of Directors’ Resolution dated \_\_\_\_\_, hereinafter referred to as “**THE MANUFACTURER**” (*which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries, holding companies, successors and assigns*) of the **OTHER PART;**

The Manufacturer and the Supplier are hereinafter, wherever the context so requires, referred to collectively as ‘Parties’ and individually as ‘Party’ respectively.

### WHEREAS: -

- (a) The Supplier has an established reput e and experience as a Supplier in the field of \_\_\_\_\_.

- (b) The Manufacturer is also in the field of \_\_\_\_\_ industry and is known for manufacturing of \_\_\_\_\_.
- (c) The Parties desire to collaborate wherein the Manufacturer has agreed to manufacture certain products on behalf of the Supplier in the name of the Supplier and the Supplier shall supply the same to its customers/clients. The Products to be manufactured by the Manufacture and supplied by the Supplier are more particularly described in the **SCHEDULE** hereunder written. It is agreed between the parties that during the term of this Agreement and \_\_\_\_ (\_\_\_\_) months after expiry thereof, the Manufacturer shall not directly and/or indirectly approach the Clients/Customers of the Supplier for any business/trading or any kind of business activity.
- (d) Further, in recognition of the confidential and sensitive information that shall be disclosed, shared and exchanged between the Parties and/or which information shall come to the knowledge of either Party in light of the aforesaid arrangement and to facilitate discussions regarding possible transactions, the Parties have agreed to maintain confidentially about the same.
- (e) In the premises, the Parties have agreed to record the mutual promises and covenants as set forth in this Agreement.

**NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: —**

**1. RECITALS:**

The aforesaid recitals shall form an integral part of this Agreement.

**2. DEFINITIONS:**

Words and expressions wherever used in this Deed whether initially or fully shall have the meaning (unless expressly stated otherwise) as assigned to them hereunder: -

**PAGES 3 TO 14  
NOT AVAILABLE  
FOR PREVIEW**

PREVIEW