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### Section 1: Company Details and General Information

1. Name of Company:	
2. Office/Mailing Address:	City
	Pin code
	State
3. Website:	Country
4. Contact Person:	5. Functional Title:
6. Mobile:	7. Telephone:
8. E-mail:	9. Year Established:
10. Works Address:                      Same as above	City:
	Pin code:
	State:
11. E-mail:	Country:
12. Parent Company (Full Legal Name):	13. License no./State of registration:
14. Type of business Proprietorship              Private Limited              Partnership              Other: _____	

### Section 2: Financial Details

15. GST Number	16. Sales Tax Number	17. PAN Number
18. Bank Name:		
Address/Branch:		
Swift/BIC:		
19. Bank Account Number:		
Account Name:		
20. Undertaking:	By checking this box I agree to receive funds online along with associated and transaction charges	

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**Section 3: Technical Capability and Information on Goods/Services Offered**

21. Quality Assurance certification (e.g.: ISO 9000 or Equivalent) (Attach a latest copy)	
22. List any National or International Trade or Professional Organizations of which your Company is a Member.	
23. International Offices/Representation (Countries where the Company has local Offices/Representation) {Country, City}	
24. List below up to ten(10) of your core Goods/Services Offered:	
25. Total number of employees/workers:	
26. List of tools and calibration status:	
<b>27. Certification:</b> I, the undersigned, hereby accept the basic General Conditions – a copy of which has been provided to me and warrant that the information provided in this form is correct. In the event of change, details will be provided as soon as possible.	
Name:	Signature:
Functional Title:	
Please e-mail completed form to: <a href="mailto:purchase@ecomak.co.in">purchase@ecomak.co.in</a> NOTE: By completing this form it does not automatically mean you will be added to our Vendor Database. There will be a review and an evaluation process that must take place first.	

# VENDOR UNDERTAKING


I \_\_\_\_\_ designation \_\_\_\_\_ hereby certify that that I have reviewed our organization's compliance record for the period from 01-01-2017 till today date: \_\_/\_\_/\_\_\_\_\_ and that our organization is compliant as per the acts and rules related to Labor, Human rights and Governance in general and following in particular:

1. Companies Act
2. Income Tax Act
3. Minimum Wages Act
4. Employees Provident Fund & MP Act
5. ESI as applicable / Workman's Compensation Policy
6. Child Labor Act
7. Industrial Dispute Act
8. Employee health and Safety legislation as applicable to Factory.
9. Environment related legislation as applicable to Factory.

Sign – Stamp

Date:


Company Name:

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### INSTRUCTIONS FOR COMPLETION

**The form should be typewritten in UPPERCASE** and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

1. Full name of company.
2. Full street address of your company. List City, Pin Code, State and Country in separate fields.
3. WWW Address or official website and year established in separate field.
4. Name of Contact person/ in-charge at Office location.
5. Functional title of the contact person in the company
6. Mobile number, including country and area codes.
7. Telephone number of contact person.
8. E-mail of contact person/account at factory location.
9. Indicate the year in which the organisation was established under the name shown in Item 1.
10. Full address of your factory location/ Workshop with city, pin code, state and country in separate fields.(Check the box if same as office address).
11. E-mail of the contact person at factory location.
12. Full legal name of parent company, if any.
13. Provide the license number under which the company is registered, or the State where it is registered
14. Please tick one box. If the last box is ticked, please specify.
15. Provide the GST number or Tax ID of the company.
16. Provide the Sales Tax Number of the company.
17. Provide the Company PAN number.
18. Provide the full name, address and SWIFT address of the bank used by the company.
19. Provide the company's bank account number and the account name.
20. Check the box to agree to terms and conditions of banking.
21. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
22. Provide details of all national and international trade or professional organisations to which your company belongs.
23. List all countries where the company has local offices or representation. Please provide, on a separate sheet if necessary names and addresses of all subsidiaries, associates and overseas representatives if any.
24. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.
25. Indicate the total number of full-time personnel in the company.
26. List the core tools of business and their calibration status in parenthesis.
27. Please read the enclosed General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

	<p style="text-align: center;"><b>Ecomak Systems Pvt. Ltd.</b></p>	Document No : ESPL/F- 6.8
		Date of Issue: 01/05/2023
	<p style="text-align: center;">AGREEMENT OF NON DISCLOSURE</p>	Revision No: 00
		Date of Revision :00/00/00

This Non disclosure Agreement or ("Agreement") has been entered into on the date of \_\_\_\_\_ and is by and between:

**Party Disclosing Information: Ecomak Systems Private Limited** a company incorporated under the Companies Act, 2013, having CIN: [U29199MH1993PTC072651] and having its registered office at 201-C, S.No. 268, 'Mantri Alpine', Off Mumbai - Bengaluru Highway, Bhunde Vasti, Bavdhan, Tal: Mulshi, Pune, Maharashtra 411021 ("Disclosing Party") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives, successors and permitted assigns).

**Party Receiving Information:**

a company registered under the Companies Act, 2013, having CIN: [\_\_\_\_\_] and having its registered office at \_\_\_\_\_ ("Receiving Party") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives, successors and permitted assigns).

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").


**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility which Disclosing Party is engaged in any form or format. Confidential data shall also include without limitation, any form of IT system architecture and the data stored or transmitted through it, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of

the Disclosing Party. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice

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releasing Receiving Party from this Agreement, whichever occurs first.

**5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

**6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**9. Notice of Immunity/Indemnity.** The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney’s fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

**10. Arbitration.** This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Pune, for any action or

proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Pune, India and the arbitration proceedings shall take place in the English language.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**DISCLOSING PARTY**

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**RECEIVING PARTY**

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_