

CONFIDENTIALITY &NON-DISCLOSURE AGREEMENT

This Agreement is entered into on this ____ day of _____ at _____ between:

RSWM Limited a company incorporated under the Companies Act, 2013, having its registered office at Kharirgram, P.B.No 28, P.O.Gulabpura 311021, Distt Bhilwara Rajasthan ("**Company**", "**Disclosing Party**" which term shall, unless repugnant to the context, mean and include its successors, subsidiaries, affiliates and assigns) of the First Part;

and

_____ **address** _____ ("**Receiving Party**" which expression unless repugnant to the context, mean and include its successors, subsidiaries, affiliates and assigns) of the Second Part.

The Company and the Receiving Party are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

RECITALS

- A. The Company is engaged in the business of _____ ("**Business**").
- B. The Company has shown its willingness to engage the Receiving Party as _____ and the Receiving Party has shown its willingness to accept such proposal subject to recitals and provisions which shall be incorporated in subsequent agreements.
- C. The Receiving Party has represented that it has the relevant expertise in the area and as such will be able to fulfill its obligations and the task that it shall be wilfully undertaking under the subsequent Agreements/Contract.
- D. For performance of obligations/duties, the Company ascertains that certain Confidential Information may be disclosed by the Company to the Receiving Party.

- E. The Company has agreed to share and disclose certain Confidential Information to the Receiving Party for the limited purpose of fulfilling its contractual obligations/duties. ("**Purpose**").
- F. The Parties wish to enter into obligations of confidentiality in respect of the Confidential Information which may be disclosed to Receiving Party on the terms set out in this non-disclosure and confidentiality agreement ("**Agreement**").

NOW THEREFORE this Agreement is executed by the Parties hereto mentioned above of their own free will and volition and without any undue influence, coercion or the like in the following terms:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires.

- a. '**Affiliate**' shall mean, when referring to the Company and Receiving Party, any individual, partnership, joint venture, company or any legal entity or person which:
 - (i) is directly or indirectly under the control of either Party, or;
 - (ii) is directly or indirectly under common control with either Party, or,
 - (iii) Ultimately controls either Party

For the purpose of this Agreement, "control" with respect to a company means (i) ownership of 50% or more of the voting rights of the company or (ii) the power to direct the management of the company, or to appoint a majority of the directors of the company, whether such power results from ownership of shares, or from a contract or otherwise.

- b. **"Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, tribunal, board or court of India.
- c. **"Competing Business"** means any business which directly or indirectly competes with the Business of the Disclosing Party.
- d. **"Confidential Information"** means any and all confidential or proprietary information of the Company not generally known to the public and shared with the Receiving Party during his/her contract with the Company and all information, Intellectual Property (as defined below), data, techniques used to perform services, know-how, processes, designs, specifications, samples, methods, flow charts, client details, databases, trade secrets, projections and current/future business plans & structural designs, and any other material attributable to or deriving its or their existence from the Discussions with the Receiving Party and/or the Company's representatives/clients. For the avoidance of doubt, Confidential Information shall include documents prepared by the Receiving Party that contain or are based on any information, document or material furnished by the Company.
- e. **"Confidential Material"** shall mean all material containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable or any other electronic medium.
- f. **"Governmental Authority"** shall mean any national, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court or other entity authorized to make laws and having jurisdiction over the relevant matter.
- g. **"Intellectual Property"** means any and all inventions, discoveries, developments, methods, processes, compositions, techniques and technologies, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas, structural designs, models, arcade, arch, bellcast, bargeboard, and the like, but not limited to architecture, (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice by the Company and / or

Receiving Party(whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during employment, which may be directly or indirectly useful in, or related to, the Business of the Company or any business or products contemplated by the Company.

- h. **"Person"** means any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization.
- i. **"Relevant Capacity"** means on their own account or for that of any Person or in any other manner and whether through a member of Receiving Party by himself/ herself or along with/ through his/ her spouse or relative or any other Receiving Party member; or by or through any company/ body corporate/ firm/ trust/partnership firm (registered or unregistered)/LLP, unincorporated entity, or other formation controlled by Receiving Party or any member of Receiving Party and/or any Affiliate of Receiving Party; whether through any direct or indirect participation/ engagement/ management/ operations/ investment/ franchisee/ joint venture or any other means or arrangement of any nature whatsoever.
- j. **"Restricted Period"** means a period of 5 (five) years from the date of signing of this Agreement.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- a. Reference to (i) singular includes a reference to the plural and vice versa; (ii) any gender includes a reference to all other genders; (iii) an individual shall include its legal representative(s), successor(s), legal heir(s), executor and administrator; (iv) any statute or regulation made using a commonly used abbreviation shall be construed as a

reference to the title of the statute or regulation; (v) any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement; and (vi) any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

- b. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

2. CONFIDENTIALITY

- 2.1 The Receiving Party acknowledges that it shall be furnished or have access to confidential, proprietary or trade secret information relating to Company's past, present or future (a) products, processes, formulas, patterns, compilations, programs, devices, methods, manufacturing protocols, techniques, inventions, software and improvements thereto; (b) research and development activities; (c) designs and technical data; (d) structural designs, models, arcade, arch, bellcast, bargeboard, and the like, but not limited to architecture, (e) marketing or development activities, including without limitation prospective or actual bids or proposals, pricing information and financial information; (f) customers or suppliers; or (g) other administrative, management, planning, financial, marketing, purchasing or manufacturing activities. All the abovementioned information, whether it belongs to Company or was provided to Company by a third party with the understanding that it be kept confidential, and any documents, drives or other storage media, or, other materials containing this type of information, is proprietary and confidential to Company. ("Confidential information").

2.2 The Receiving Party acknowledges and agrees that it is imperative that all Confidential Information received by it remains confidential. Accordingly, the Receiving Party represents, warrants, agrees and undertakes that:

- a. The Receiving Party shall use the Confidential Information only for the purposes of performance of services of _____ subject to recitals and provisions contained in this Agreement and any other subsequent Agreements/Contracts and shall not use the Confidential Information, in any manner whatsoever and/or to procure any commercial advantage and/or incur any loss to the Company.
- b. All Confidential Information received by the Receiving Party must be held in strict confidence and shall take all reasonable precautions to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain.
- c. The Receiving Party shall keep all Confidential Information confidential and not disclose any Confidential Information or remove confidential information from Company's premises or make copies of Confidential Information, except as required to perform his/her responsibilities to the Company, gathered/obtained during the course of contract term and/or any other information gathered/obtained while interacting with any official/executive/employee/patient/client of the Company, which may result in disclosure of Confidential Information.
- d. The Receiving Party hereby undertakes that it shall cause its representatives and Affiliates to, treat any information (i) related to the Company's Business, (ii) the information ("Confidential Information") received from the Company or from any of the Company's Affiliates as strictly confidential and that it shall refrain from making any disclosure to anybody for whatever purpose such Confidential Information.
- e. If the Receiving Party is requested or required (by oral questions, interrogations, requests for information or documents, summons, civil investigative demand, or similar process) to disclose any Confidential Information received by it, the Receiving Party agrees to provide the Company with prompt notice of each such request, to the extent

practicable, so that the Company may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Agreement or both.

- f. The Receiving Party further undertakes that if it is not certain whether or not information is confidential, it will treat that information as Confidential Information until it has the clarification and/or verification from Company's Director's/ representatives that whether the information is Confidential Information or not.
- g. The Receiving Party hereby acknowledges and undertakes willfully not to make use of such Confidential Information, in its future discussions/projects/assignments/consultations whether undertaken for itself or for others, for consideration or not.
- h. The Receiving Party further undertakes not to perform/consult/engage/execute any work for anyone who is involved in same/similar/parallel/related to the work/industry of the Company.

2.3 In addition to the undertakings set out under above-mentioned clauses, the Receiving Party shall also be liable for the following:

- a. The Receiving Party shall not disclose, duplicate, publish, release, transfer or otherwise make available any Confidential Information in any form to, or for the use or benefit of, any person or entity without the Company's prior express written consent in each instance,
- b. The Receiving Party shall notify the Company in writing of any misuse or misappropriation of the Confidential Information which has come to the Receiving Party's attention,
- c. Any loss, theft or other inadvertent disclosure of Confidential Information caused due to its negligence, action or omission in any manner whatsoever.

2.4 Furnished Documents

All samples, models, computer programs, drawings, documents and other instruments containing Confidential Information shall remain the property of the Company and the Receiving Party shall claim no right thereto of any kind under the terms of this Agreement.

2.5 Use of Firm's name

The Receiving Party shall use the Company name, logos, trademarks or other identifiers strictly in the manner permitted by the Company's policies, or for the purposes of provision of work delegated to the Receiving Party to the extent required.

Upon termination/completion of the services of the Receiving Party, the Receiving party shall not use the Company's name, logo, trademark or any other identifier in any manner other than what is already a matter of public knowledge. However, the receiving party will not be in breach of this clause if he makes reference to the Company's name solely to describe his former association with the Company subject to the confidentiality obligations which the Company might have undertaken in relation to any of its clients/customers/users, vendors or other Company's personnel.

2.6 Intellectual Property

- a. Furthermore, and specifically, no license or conveyance of any intellectual property rights is intended, granted or implied by this Agreement to the Receiving Party.
- b. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Receiving party any rights, license or authority in, or to the information exchanged, goodwill of the Company, except the limited right to use Confidential Information.
- c. The Receiving Party shall be answerable and liable to the Company for any and all decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on Company's decision to use or rely on any information exchanged under this Agreement.
- d. The Receiving Party shall, upon the Company's expense, execute any and all documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Intellectual Proprietary Rights and to direct issuance of patents or copyrights to the Company with respect to such Intellectual Proprietary

Rights as are the Company's exclusive property as against the Receiving Party including its successors, heirs, devisees, legatees and assigns.

2.7 Exceptions

The Company agrees that the obligations set out in the clauses above do not apply to any information that the Receiving Party can establish by documentary evidence (a) is in the public domain without a breach of this Agreement by it or by a third party without breach of any obligation to maintain the confidentiality of the information; (b) was disclosed to it by a third party without breach of any confidentiality obligation, and/or (c) was independently developed by it without use of or access to the Confidential Information.

3. INVENTION

3.1 Inventions and Works Retained and Licensed

If in the course of fulfilling contractual obligations of the Receiving Party towards the Company, the Receiving Party incorporates into a Company product or process a Prior Work or invention owned by the Receiving Party or in which it has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, assignable, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Work or Invention as part of or in connection with such product or process.

3.2 Ownership of Works

The Receiving Party agrees that the Company owns all rights, including and without limitation all trade secrets, patents and copyrights, in the following works that it creates while performing its contractual obligations: (a) works that relate to or arise out of the actual or anticipated business of Company, (b) works that relate to or arise out of any task assigned to it or work that it performs for the Company, and (c) works that result from the use of Company's time, materials, employees or facilities (collective "Works"). Since these Works will inevitably be based on or somehow involve Company's business, products, services or methodologies, the Receiving Party agrees that the Works will belong to the Company even if the Receiving Party creates them on his own time and

using his own equipment and whether he creates the Works on Company's premises or elsewhere. The Works belonging to the Company includes without limitation technique, process, know-how, and instruments. The Receiving Party will promptly inform an officer of the Company of any Works that he creates. The Company will have the right to hold in its own name all rights in the Works, including without limitation all rights of copyright, trade secrets or trademarks. The Receiving Party agrees to give the Company or its designee all assistance reasonably required to perfect these rights, whether during the term of this Agreement or thereafter.

3.3 Ownership of Inventions

The Receiving Party irrevocably assigns to the Company its entire right, title and interest in any invention, technique, process, method, device, discovery or improvement, whether patentable or not, made or conceived solely or jointly by him while performing his contractual obligations for the Company that (a) is created using Company's facilities, supplies, information, trade secrets or time; (b) relates to or arises out of the actual business, including without limitation, the research and development activities, of the Company; or (c) relates to or arises out of any task assigned to him or work performed for the Company (collectively "Inventions"). The Receiving Party will promptly make full written disclosure to an officer of the Company of any Inventions that he has developed. The Receiving Party, upon request, shall promptly execute a specific assignment of title to the Company and do anything else reasonably necessary to enable the Company or its designee to secure a patent, trade secret or any other proprietary rights protection in India and foreign countries, whether during or after the term of this Agreement.

4. TERM

4.1 This Agreement shall become effective from the date of execution of this Agreement and the rights and obligations of the Receiving Party with respect to all the provisions of this Agreement shall become effective from such date.

4.2 The Parties agree that the obligations of the Receiving Party under this Agreement in relation to the provisions of this Agreement shall be continuing and shall continue in full

force and effect notwithstanding the termination of the discussions or any other negotiations between the Parties.

4.3 Immediately upon the written request of the Company or in the event of termination or conclusion of contract, whichever is earlier, all documents, information, and data in relation to the Confidential Information must be returned and/or destroyed (as instructed by the Company) by the Receiving Party upon receiving such request or termination or conclusion of contract. Thereafter, the Receiving Party shall provide a letter to the Company stating that all Confidential Information in possession of the Receiving Party has been returned or destroyed as instructed by the Company. Such return, however, does not abrogate the continuing obligations of the Receiving Party under this Agreement.

4.4 The Validity of all the Terms & Conditions mentioned in this Agreement shall be in full force, during the performance of contractual duties/obligations and even after termination/conclusion of such services.

5. REPRESENTATION AND WARRANTIES

5.1 The Parties hereby represent, warrant and undertake to each other that:

- a. They have full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, that it is duly incorporated and validly existing under Applicable Laws;
- b. when executed, this Agreement constitutes the legal, valid and binding obligation of the Receiving Party, enforceable against him in accordance with the terms hereof;
- c. there is no litigation pending or threatened against a Party that questions or affects the validity or enforceability of this Agreement or any of the transactions contemplated herein; and
- d. the execution, delivery and performance of this Agreement by a Party and the consummation of the transactions contemplated hereby will not: (a) violate any provision of its articles of association or the memorandum of association; (b) conflict

with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any material instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (c) violate any order, judgment or decree against, or binding upon such Party or upon its respective securities, properties or businesses.

- 5.2 No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

6. INDEMNITY

- 6.1 The Receiving Party agrees and undertakes to indemnify, without any protest or demur, the Company its directors, officers, shareholders, and agents from and against and in respect of any and all losses, claims, demands, liabilities and expenses (including attorney's fee and costs) of whatever nature arising directly or indirectly out of a breach of the Receiving Party's obligations or non-fulfillment of any obligations, or any misrepresentation or breach of warranty or otherwise in connection with, this Agreement, and,
- 6.2 The Receiving Party agrees and undertakes that in the event, it discloses any Confidential Information, and/or is suspected to be in breach of the terms of this Agreement, then appropriate legal proceedings shall be instituted, as per the Applicable Laws, against the Receiving Party for such damages/losses accrued to the Company on account of failure to perform any obligation under this Agreement by the Receiving Party.
- 6.3 The Receiving Party agrees and undertakes to indemnify and keep indemnified the Company, its directors, officers, shareholders, and agents from and against and in respect of any and all losses, liabilities and/ or damages, resulting from all actions, suits, proceedings, claims, demands, judgments, costs and expenses on a full indemnity basis, incidental to any of the foregoing or incurred in investigating or attempting to avoid

contest or defer the same or enforcing any of the rights of the Company under this Agreement.

7. NON-COMPETE

7.1 The Receiving Party undertakes to the Company that it shall not and shall ensure that none of its Affiliates shall, either on its own account or in association with others engage or participate directly or indirectly, whether as shareholder, director, partner, proprietor, member, agent, distributor, employee or otherwise, within India or outside India, during the period of his/her contract in whatever capacity with the Company and even after termination/conclusion of the services of the Receiving Party, for whatever reasons:

- a. In any business that, involves, relates to or competes with the Company's Business.
- b. Establish, develop, carry on or assist in carrying on or be engaged, concerned, interested or employed in any business enterprise or venture competing with the Company's Business:
- c. solicit, canvas or entice away (or Endeavour to solicit, canvass or entice away) from the Company's Business, or from any Affiliate of the Company, any person, firm or company who was at any time a client of the Company's Business, for the purpose of offering to such client or customer, goods or services similar to or competing with those of the Company's Business.
- d. solicit, canvass or entice away (or endeavor to solicit, canvass or entice away) any of the employees including the senior employees and/or technical or sales and marketing staff from the Company or from any of its Affiliates, for the purpose of employment in an enterprise or venture competing with the Company's Business, whether or not such person would commit a breach of contract by reason of leaving service with the Company.
- e. solicit, canvass, or entice away (or endeavor to solicit canvass or entice away) any supplier of the Company or of any of its Affiliates or use its knowledge of or influence over any such supplier to or for its benefit or for the benefit of any other person carrying

on business competing with the Company's business or with any business of the Company's Affiliates.

- f. act as an advisor, consultant, trustee or agent for any third person who is engaged or proposes to start any business which directly or indirectly relates to the Company's business or promote, start, engage in or do any business that directly or indirectly relates to the Company's Business.
- g. Establish after the execution hereof at any future point of time any business or trade under a name that is identical or similar to ' _____ ' or which in any way suggests any connection with ' _____ ' without written consent of the Company. For the purposes of clarification, it is agreed by the Parties that the obligation, not to use a name which is identical or similar to " _____ " shall not be limited to the term/ period referred to in above clauses, in which case this restraint will have effect for an indefinite period.

8. INVALIDITY AND SEVERABILITY

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable law or held invalid by a court with jurisdiction over the Parties to this Agreement, the provision will be deemed to be restated to reflect as nearly as possible the parties' original intentions in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect. Where the provisions of such applicable law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms.

9. REMEDIES AND LIQUIDATED DAMAGES

9.1 The rights and remedies provided for by this Agreement are cumulative with, and not exclusive of, any rights or remedies provided by law.

9.2 Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party. Accordingly, both parties agree that in

the event of any such breach or threatened breach, the Company, in addition to any other remedies at law or in equity that it may have, shall be entitled to equitable relief, including injunctive relief or specific performance or both.

9.3 Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any remedies available to it, in addition to those remedies available under the terms of this Agreement or at law.

9.4 The Parties understand and agree that any failure or delay by either Party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. NOTICES

Any notice given in connection with this Agreement shall be in writing and shall be delivered personally, sent by courier, sent by pre-paid first-class post to that address set out below or sent by email to that email address set out below (or to such address or email of which notice has been received by the sender prior to dispatch):

If to RSWM Limited:

Attn: Mr.Naresh Sharma

Address: A-12, Sector 1, Noida (UP) 201301

Phone: 94141 44468

Email: naresh.sharma@Injbhilwara.com

If to the Receiving Party [●]:

Attn:

Address:

Phone:

Email:

All notices and other communications required or permitted under this Agreement that are addressed as provided in this clause shall (i) if delivered personally or by courier, be deemed given upon delivery; (ii) if sent by pre-paid first-class post, be deemed to be received by the addressee 7 (seven) working days after the same is dispatched; and (iii) if sent by e-mail, 24 (twenty-four) hours after the e-mail is sent by a Party to the other Party at the specified e-mail addresses.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be governed by and be construed in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

11.2 The Parties hereto agree that they shall use all reasonable efforts to resolve between themselves any disputes, controversy or claim arising out of or relating to this Agreement in an amicable manner. In particular the Parties agree that discussions will be carried out between senior level officers of the Company and the Receiving Party to a maximum period of fifteen (15) days from the date that written notice of the details of the issue in dispute, controversy or claim shall have been given by one Party to the other.

11.3 In the event the efforts and discussions fail to resolve the matter, such dispute, controversy or claim shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended till date and any statutory modification or reenactment thereof. It is further agreed that the seat and venue of arbitration shall be New Delhi and one Arbitrator shall be appointed mutually by the Parties. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. The successful party shall be entitled to its legal fees, including but not limited to its Lawyer's fees.

12. ENTIRE AGREEMENT

12.1 The parties acknowledge that this Agreement constitutes the entire agreement between the Parties in respect of the matters hereby contemplated. All previous communications, either oral or written, between the Parties hereto with respect to the subject matter hereof are hereby superseded.

12.2 Limitations of this Agreement: This Agreement is not a contract of employment. Neither You nor the Company are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement. The Company and Receiving Party shall execute an Agreement for hiring of services upon finalization of mutual covenants.

13. SURVIVAL OF OBLIGATIONS

Notwithstanding any other provisions of this Agreement, at termination, expiration or completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination, expiration or completion shall remain in provisions which are explicitly stated to survive termination, expiration or completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive termination, expiration or completion.

14. VARIATION

Any variation of this Agreement shall be mutually agreed in writing and executed by or on behalf of each of the Parties.

15. COUNTERPARTS

The Parties agree to be bound by this Agreement. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

For and on Behalf of RSWM Limited

(Authorised Signatory)

For and Behalf of the Receiving party

(Authorised Signatory)

