

NON-DISCLOSURE AGREEMENT

This agreement (“**Agreement**”) is entered into on this day of, (“**Effective Date**”) by and between

M/s. Inventus BioEnergy Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at No. 14, 3rd Cross, Saradambhal Nagar Vembakkam, Chengalpattu Chengalpattu Kancheepuram TN 603111 (hereinafter referred to as “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the One Part;

and

....., an academic institute and having its registered office at, (hereinafter referred to as “**Receiving Party**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part.

Disclosing Party and Receiving Party may hereinafter be referred to collectively as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. Disclosing Party is *inter alia* engaged in the business of undertaking all kinds of Research and Development in the fields of biotechnology; healthcare, research consultancy to industries and academia to perform product oriented research and development of indigenized products and also include Novel technologies bearing the likes of Solar-Capattery module, monolithic protected lithium cassette anode, Microbial Fuel Cells for plastic recycling so on and so forth involving multidisciplinary approaches resulting in development of new products and also extensively provide support services in developing new products along with substitutes for imported products furthering with manufacture, market and distribute and sell the same in India and abroad;
- B. Receiving Party is carrying on the business of education, Research and Development;
- C. Parties are desirous of entering into discussions and negotiations for evaluating the provision of (i) Geopolymer case for batteries (ii) Developed batteries electrochemical characterization, (iii) Materials mitigation and electrochemistry of batteries, (iv) modeling of the data to suggest optimized materials, design and development of batteries by Receiving Party to Disclosing Party (hereinafter referred to as “**Transaction**”);
- D. In the course of negotiations and discussions in relation to the Transaction, Disclosing Party may disclose to Receiving Party certain technical, business and / or other information which is non-public, confidential and / or proprietary;
- E. Accordingly, Parties are desirous of entering into this Agreement to regulate their rights and obligations on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Parties hereby agree as follows:

1. Definitions

- 1.1 “Affiliates” means, with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such person. For the purposes of this definition, a person shall be deemed to “Control” another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such other person, whether through ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled” shall have corresponding meanings.
- 1.2 “Confidential Information” means any and all information and data of whatever nature or form which is furnished or caused to be furnished by Disclosing Party, its Affiliates and its or their Representatives to the Receiving Party, whether prior to execution of this Agreement or thereafter, in connection with the Transaction, Disclosing Party or its Affiliates, regardless of whether such Confidential Information is communicated orally, in writing, pictorially, by electronic transmission or otherwise. Confidential Information shall include without limitation, technical, operational, business, commercial and financial information, designs, plans, drawings, systems, processes, schematics, blueprints, manufacturing methods, product plans, business plans, models, prototypes and descriptions relating thereto, model names, records, reports, pricing, forecasts, analyses, compilations, studies, notes, intellectual property (including, without limitation, patents and patent applications), inventions, research, existence of, and the terms of, this Agreement and agreements with suppliers, customers and other third parties, or any other sales and marketing information in relation to the Transaction and the products, which is of a confidential or proprietary nature.
- 1.3 “Representatives” in respect of a Party, means its directors, officers and employees.

2. Term

- 2.1 This Agreement shall be effective on and from the Effective Date and shall continue to be in full force and effect for a period of year(s) (“**Term**”) therefrom, unless terminated earlier in accordance with the terms hereof.

3. Confidentiality Obligations

- 3.1 In consideration of and as a condition to Disclosing Party making available its Confidential Information to the Receiving Party and its Representatives, Receiving Party shall, and shall procure that its Representatives:
 - (i) keep the Transaction and all of the Confidential Information, including the copies and extracts thereof and any materials prepared by the Receiving Party or its Representatives which incorporate or derive from any of the Confidential Information, strictly confidential;
 - (ii) use such Confidential Information solely for purposes of evaluation of the Transaction and not use or exploit such Confidential Information, directly or indirectly, for its own benefit or for the benefit of another without the prior written consent of Disclosing Party;

- (iii) not disclose, send, transmit, directly or indirectly, nor duplicate in any manner any Confidential Information, furnished pursuant hereto except for purposes of evaluating the Transaction, without the prior written consent of Disclosing Party;
- (iv) restrict access to the Confidential Information to those of its Representatives directly engaged in the evaluation of or otherwise participating in the Transaction and ensure that such Representatives are fully aware of and agree to be bound by the terms of this Agreement. The Receiving Party shall be solely responsible for any breach of this Agreement by its Representatives;
- (v) save as permitted by clause 3.1(iv) above, not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party. In the event any such disclosure is permitted by Disclosing Party, the Receiving Party shall ensure that such third party is fully aware of and undertakes in writing to be bound by the terms of this Agreement;
- (vi) shall store the Confidential Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Confidential Information against unauthorized or unintended access, use or disclosure;
- (vii) comply with the above obligations with respect to all extracts, summaries, evaluations and memoranda developed by Receiving Party and / or its Representatives;
- (viii) promptly notify Disclosing Party if Receiving Party ceases for any reason to be interested in being involved in the Transaction.
- (ix) promptly notify Disclosing Party in writing of any actual or suspected misuse, misappropriation, or unauthorized use or disclosure of the Confidential Information immediately on becoming aware of such misuse, misappropriation or unauthorized disclosure and shall co-operate with and provide reasonable assistance to Disclosing Party to protect the confidentiality of such information; and
- (x) not file any application for intellectual property right protection (including without limitation any copyright, patent or design application) disclosing any such Confidential Information or based on such Confidential Information.

3.2 Disclosing Party shall provide Receiving Party, specifications and designs for manufacture of a sample unit. Such specifications and designs shall be deemed to be Disclosing Party's Confidential Information. The rights and obligations set out in the Agreement shall be applicable thereto.

3.3 Receiving Party shall within **[insert number]** days of receipt of such specifications and design, manufacture and provide Disclosing Party a sample unit manufactured in accordance such specifications and design. Receiving Party agrees that Receiving Party shall not during the Term hereof and thereafter:

- (i) use such specifications and / or design, directly or indirectly, for any purposes other than for manufacture of the sample unit;

- (ii.) use such specifications and/or design, directly or indirectly to manufacture similar sample units or duplicate the sample units for its own use or benefit or for the use or benefit of any third party.

4. Exclusions

4.1 The obligations set out in this Agreement shall not apply to use and disclosure of any information which the Receiving Party can establish by evidence:

- (i) is at the time of disclosure in the public domain or at any time after the disclosure comes in the public domain otherwise than through a breach of this Agreement by the Receiving Party or its Representatives;
- (ii) was lawfully in the possession of Receiving Party prior to disclosure to Receiving Party or its Representatives by Disclosing Party, without any breach of obligations of secrecy or confidentiality; or
- (iii) are received from an independent third party who has obtained the information lawfully and is under no obligation of secrecy or duty of confidentiality in respect thereof..

4.2 Confidential Information shall not be excluded from the obligations under this Agreement merely because detailed information is embraced by more general information excluded under this clause 4. Confidential Information concerning combinations of items shall not be excluded unless the combination itself and its principles of operation fall within the exclusions set out in this clause 4.

5. Forced Disclosure

5.1 In the event Receiving Party is required to disclose Confidential Information to comply with applicable laws or court orders, decrees or proceedings or governmental or regulatory rules and regulations or for arbitration purposes or is required by rules of any stock exchange on which shares or other securities of Receiving Party are listed, Receiving Party shall promptly, and in any event prior to disclosure, give written notice of the requirement of such disclosure to Disclosing Party and shall not oppose any action by Disclosing Party to obtain a protective order or other remedy or relief in respect of such Confidential Information. Further, Receiving Party shall cooperate with Reliance on a reasonable basis to obtain such a protective order or other remedy or relief.

5.2 In the event such protective order or other remedy or relief is not obtained by Disclosing Party, Receiving Party may furnish only such portion of the Confidential Information that Receiving Party is advised, by its legal counsel in written form, is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to Confidential Information so being disclosed.

6. No Property Rights or Representations or Warranties

6.1 The Receiving Party agrees that Confidential Information provided by Disclosing Party is and shall at all times remain the exclusive property of Disclosing Party and neither the Receiving Party nor any of its Representatives shall acquire by implication or otherwise any right, title, interest or license in or to any

Confidential Information supplied by or on behalf of or relating to Disclosing Party, its Affiliates or the Transaction, or to any intellectual property rights embodied in such Confidential Information.

- 6.2 The Receiving Party acknowledges that Disclosing Party does not make any express or implied representation or warranty as to the quality, accuracy, completeness, materiality or sufficiency of the Confidential Information and agrees to assume full responsibility and liability for any and all conclusions it derives therefrom.
- 6.3 Disclosing Party, its Affiliates and its and their Representatives expressly disclaim any and all liability to the Receiving Party or any other person that may be based upon or relate to (i) the use of the Confidential Information by Receiving Party or any of its Representatives; or (ii) any errors therein or omissions therefrom. Receiving Party agrees that Reliance, its Affiliates and its and their Representatives shall have no liability whatsoever to the Receiving Party or any other person on any basis (including, without limitation, in contract, tort or otherwise) in connection with the use of such Confidential Information.

7. Remedies

- 7.1 Receiving Party acknowledges that disclosure of Confidential Information or any other breach of this Agreement would cause serious and irreparable damage and harm to Disclosing Party, its Affiliates and its and their Representatives and agrees that damages are not a sufficient remedy for Disclosing Party for any breach or threatened breach of any of Receiving Party's undertakings or obligations herein provided. Receiving Party acknowledges that Reliance shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by Receiving Party or its Representatives of any of the undertakings or obligations herein provided, in addition to any other remedies available to Disclosing Party in law or in equity.
- 7.2 No failure or delay by Disclosing 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 or enforcement of any other right, remedy or power.

8. Return of Confidential Information

- 8.1 Receiving Party shall, and shall cause its Representatives to, at the sole cost and expense of Receiving Party, return or, at the option of Disclosing Party, destroy any and all Confidential Information furnished or caused to be furnished by Disclosing Party to Receiving Party and / or its Representatives in connection with the Transaction, together with all copies of such information, within seven (7) days of (i) Parties having mutually agreed to discontinue evaluation of the Transaction, or (ii) Receiving Party notifying Reliance of Receiving Party ceasing to be interested in the Transaction; (iii) written request of Disclosing Party, or (iv) expiry of this Agreement.
- 8.2 Receiving Party shall, within such seven (7) days period, irreversibly destroy or permanently erase all other materials prepared by Receiving Party or its Representatives that incorporate or are derived from any of the Confidential Information, including, without limitation, by means of fully expunging any electronic copies from the relevant devices. Receiving Party shall certify in writing that all Confidential Information has been returned or, if requested by Disclosing Party, destroyed and that all other materials

prepared by Receiving Party or its Representatives that incorporate or are derived from any of the Confidential Information have been duly destroyed in accordance with the provisions hereof.

9. Termination

9.1 This Agreement shall stand terminated on the earlier to occur of (i) mutual agreement of Parties to terminate discussions and evaluation of the Transaction or this Agreement, (ii) Receiving Party notifying Disclosing Party of Receiving Party ceasing to be interested in the Transaction; and (iii) expiry of this Agreement.

10. Definitive Agreement

10.1 Parties acknowledge and agree that this Agreement does not create or constitute an agreement to consummate the Transaction or to enter into a definitive agreement to do so, and neither Party nor any of their Affiliates or Representatives shall have any obligations or liability of any kind whatsoever with respect to the Transaction, whether by virtue of this Agreement, any written or oral expression with respect hereto or otherwise, unless and until a definitive agreement has been executed and delivered by the Parties.

11. Notice

11.1 All notices, requests, demands, consents, waivers or other communications required to be given by either Party to the other pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post or facsimile (to be subsequently confirmed by a registered letter or by hand delivery) to the other Party at the following address:

Address for Correspondence (Disclosing Party):

Address for Correspondence (Receiving Party):

or to such other address as either Party may from time to time designate by written notice to the other Party.

11.2 All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by courier or by registered letter, it shall be deemed to have been received on the third day after the day of dispatch (if not actually received earlier) and shall become accordingly effective.

12. Survival

12.1 The obligations set out in this Agreement shall survive expiry or earlier termination hereof.

13. Severability

13.1 If any term or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder of this Agreement. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this Agreement and Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

14. Governing Law and Arbitration

14.1 This Agreement shall be governed by and construed in accordance with the laws of India. In the event of any dispute arising between the Parties in connection with this Non-Disclosure Agreement, the parties shall refer such dispute to Arbitration. The place of arbitration shall be Chennai, Tamilnadu, India and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. A sole arbitrator shall be appointed by mutual agreement between the parties to carry out arbitration proceedings. The arbitration award of the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms.

15. Counterparts

15.1 This Agreement may be executed in counterparts and each such counterpart shall be deemed an original agreement for all purposes; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

IN WITNESS WHEREOF, duly authorised representatives of Parties have caused this Agreement to be executed on the date first written above:

Signed for and on behalf of

DISCLOSING PARTY

Signed for and on behalf of

RECEIVING PARTY

Signature:

Name:

Designation:

WITNESS:

1. Signature:

Name:

Occupation:

Address:

Signature:

Name:

Designation:

WITNESS:

2. Signature:

Name:

Occupation:

Address: