

## NON - DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made and entered on this the 23 day of July 2014 by and between;

**Abellon Cleanenergy Limited**, a company incorporated under the Companies Act, 1956 and having its Registered office at: 10th Floor, Sangeeta Complex, Nr. Parimal Crossing, Ellisbridge, Ahmedabad-380006, Gujarat, India, Telephone No: 079-66309332 Fax: +91-79-66309334 (hereinafter referred to as '**ACEL**'), which expression shall be deemed to include its successors, administrators, assigns and group entities of the **FIRST PART**;

And

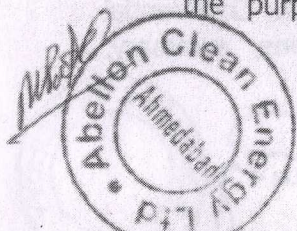
**Manipal University Jaipur (MUJ)**, a part of the Manipal Education Group, with its heritage of excellence in higher education for over 60 years. Manipal University Jaipur (MUJ) was launched in 2011 and having its campus at with campus at Off Jaipur-Ajmer Expressway, Post: Dehmi Kalan, Jaipur - 303007, Rajasthan, India. (Hereinafter referred to as the "**MUJ**"), which expression shall be deemed to include its successors, administrators, assigns and group entities of the **SECOND PART**.

ACEL and **MUJ** jointly referred to as "**Parties**" and individually referred to as "**Party**".

"**Disclosing Party**" means the Party that is disclosing its Information/Confidential Information to the other Party under this Agreement and "**Recipient Party**" means the Party that is receiving the Information/Confidential Information of the other Party under this Agreement.

### **WHEREAS:**

- A. ACEL is engaged in developing alternative energy resources, with special focus on renewable energy sources.
- B. MUJ is involved in teaching and training in all the disciplines of the multidisciplinary university offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Fashion Design, Hospitality, Allied Health Sciences, Humanities, Commerce, Management, Communication, Basic Sciences, Fashion Design and Jewellery Management, etc.
- C. ACEL and MUJ has signed a Non-Disclosure Agreement on 01-4-16 for the purpose of to execute joint proposal under the call of India-UK





Collaborative Industrial Research & Development Programme 2015. Both the Parties are negotiating with each other to evaluate the opportunities of mutual work relationship between them specifically to submit the joint proposal under India-UK Collaborative Industrial Research & Development Programme 2015 to Global Innovation Technology Alliance (GITA) and in subsequent evaluation process.

Now, therefore, in consideration of the rights and obligations herein set forth, the Parties hereby agree as follows:

### 1. Background

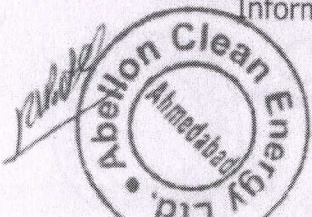
Dr. Abhishek Sharma (AMIChemE, Member IICHE), Associate Professor & HOD, Department of Chemical Engineering, Manipal University (MUJ) contacted AECL for possibility for joint work under Indo-UK project scheme. To open up these collaboration it was decided to work jointly on said Indo-UK project scheme. ACEL will lead this project call and MUJ will be as academic partner.

### 2. Purpose:

The Parties wish to continue to explore a funded research opportunity of mutual interest and in connection with this opportunity, each Party may disclose or have already disclosed to the other certain confidential technical and business information which the Disclosing Party desires the Recipient Party to treat IT as confidential.

### 3. Confidential Information:

"Confidential Information" means such information as the Disclosing Party may provide to the Recipient Party under or relating to this Agreement including information relating to its business affairs or its related bodies corporate, whether readable form or in writing, as and when come into knowledge of the Recipient Party, physical or visual form, regarding the products, activities, including (without limitation) data, plans, photographs, drawings, designs, strains, specifications, product sample, formulae, compositions, inventions, discoveries, processes, know-how, development or manufacturing techniques, product dossier, reports, studies, consultants reports, trade secrets, proformas and other financial and trade / commercial information, contracts and client database, computer models and programs, contracts, plant designs and configurations, tactical scientific, statistical, technical information, raw wind data, wind data assessment, maps, site coordinates, proposed development plan, investment plan for various project, third party information, concepts, descriptions, whether (i) related to the Purpose, or (ii) such Proprietary Information of any kind whether in existence at the date hereof or hereafter to come into existence including any copies, reproductions, duplicates or notes in any form whatsoever. Confidential Information also includes any note, calculation, conclusions, summary,





computer database, computer modeling or other material derived or produced partly or wholly from Confidential Information.

**4. Limitations on use and disclosure of Proprietary Information**

a) Proprietary Information shall not be used by Recipient Party in whole or in part for any purpose other than the purpose specified in this Agreement without the prior written consent of the disclosing Party.

b) Proprietary Information shall neither be disclosed nor caused to be disclosed, whether directly or indirectly, to any third party or persons including any employees, directors and officers of the Recipient Party, except only those employees, directors and officers who have a need to know and whose knowledge is necessary to implement the purposes and activities set forth herein and are bound by the confidentially obligations. The signing of the similar Non-Disclosure Agreement with any such employees and representative shall be proper discharge of the Recipient Party obligation hereunder.

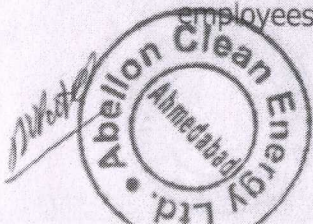
c) The Recipient Party shall not undertake any reverse engineering or replication of any products containing Proprietary Information unless specifically authorized to do so by the Disclosing Party.

d) The Recipient Party shall not use the Proprietary Information for entering into business relationship with any other developers/manufacturers and for any purpose other than determined in this Agreement.

**5. Non-use and Non-disclosure.**

Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

**6. Maintenance of Confidentiality.** Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have





signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

**7. Contact Person/s**

Both the Parties hereby agrees to designate in writing one or more individuals within its organization as the only point of contact for receiving Proprietary Information.

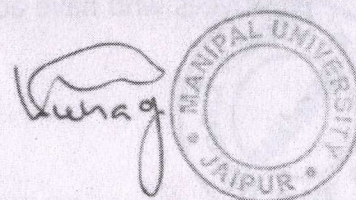
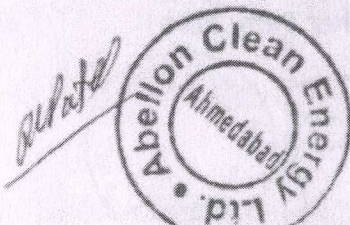
**8. Exceptions to the non use and non disclosure**

The obligations with respect to handling Proprietary Information set forth in this Agreement are not applicable to any information which:

- a) the Recipient Party can show by written record to have been in its possession at the time of transmittal or to have been subsequently independently developed by Recipient Party independently from Proprietary Information or
- b) is or becomes publicly known through no wrongful act of the recipients, or
- c) is rightfully received from a third party without similar restrictions and without breach of this Agreement, or
- d) is required to be disclosed to any government body or other authority pursuant to a lawful requirement of such body or authority or as required by law provided that the Disclosing Party in due time is given notice of such requirement in order for the Disclosing Party to seek to obtain protective order or
- e) is approved for release or use by written authorization of the Disclosing Party.

**9. Period, effective date and validity of exclusivity**

- a) Both the Parties hereby agrees to work with each other to bring positive collaborative submission of said funding proposal to GITA and related opportunities to work together. Any third party can join in such objective/purpose mentioned in this Agreement after mutual permission received from both the Parties in writing.





b) This Agreement shall be effective from the date of signing this Agreement and the Agreement shall be remain valid for five years, till 31<sup>st</sup> December, 2020.

## 10. Responsibility

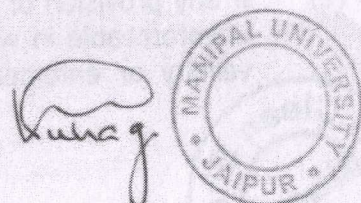
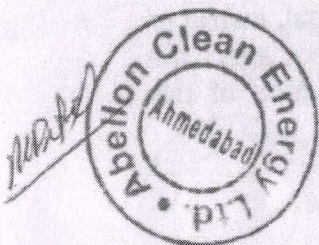
- (a) The Recipient Party will be responsible for any breach of confidentiality or any misuse of the Proprietary Information by any recipient related party or any other party to whom the Recipient Party discloses the Proprietary Information, including employees, consultants, advisors.
- (b) Unless the Recipient Party demonstrates that it had taken all measures to ensure confidentiality of the proprietary information, it will be responsible for any breach of confidentiality or any misuse of the Proprietary Information by Recipient Party or any other party to whom the Recipient Party discloses the Proprietary Information, including employees, consultants, advisors.
- (c) Commitment:- Both the Parties undertakes to discontinue discussions with the third party immediately upon signing of this Agreement and undertakes not to have similar discussions with other in future during the validity of this Agreement or to enter into agreements or relationships with third parties in India covering subjects related to the matters covered herein.

## 11. Return of Proprietary Information

All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

## 12. Warranty

All Confidential Information is provided "AS IS", and without any warranty express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose. Neither the Disclosing Party nor its affiliates or advisors shall be liable to the Receiving Party, their representatives or advisors for damages incurred from using Confidential Information that has been made available Neither Party shall be liable in damages of whatever kind as a result of the other Party's reliance on the information provided here in this Agreement.





### 13. Liquidated damages

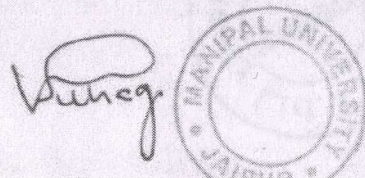
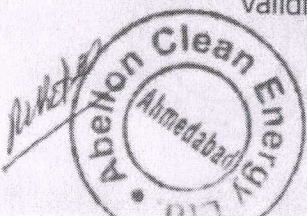
- (a) In the event of any breach of the Recipient Party's obligations under this Agreement, the Disclosing Party shall be entitled to recover damages in respect of various loss, cost, from the Recipient Party. The Parties hereby agree that the liquidated damages herein shall be fair and reasonable and may be challenged in any court of law subject to provision of this Agreement.
- (b) Injunctive Relief. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

### 14. Applicable law and Jurisdiction:

This Agreement shall bind and inure to the benefit of the Parties hereto. This Agreement shall be governed by the laws of India, without reference to conflict of laws principles. This Agreement shall be subject to the exclusive jurisdiction of the courts at Delhi, India. This document contains the entire Agreement between the Parties with respect to the subject matter hereof.

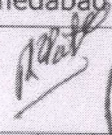
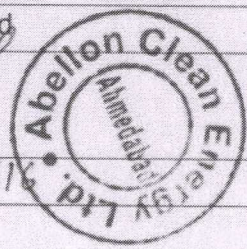
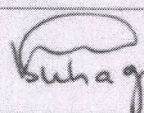
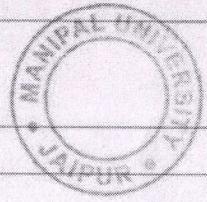
### 15. Miscellaneous

- (a) This Agreement contains the entire understanding between the Parties, superseding all prior communications and understandings between the Parties with respect to the purpose of this Agreement.
- (b) No delay or failure to take any action hereunder will constitute a waiver unless expressly waived in writing, signed by the Party charged with such waiver, and no single waiver will constitute a continuing or subsequent waiver.
- (c) No change, deletion, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by an authorized representative of each Party.
- (d) The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of one Party against the other, whether under this Agreement or otherwise.
- (e) If any provision of this Agreement is, or is likely to be held, illegal, invalid or unenforceable in whole or in part in any jurisdiction this shall not affect the validity or enforceability in that jurisdiction of any other provision of this





Agreement or the validity or enforceability of that provision or any other provision in any other jurisdiction, provided that the Parties shall in good faith negotiate a replacement provision or structure or agreement which in a legal, valid and enforceable way to the nearest extent reflects the original commercial intent of the Parties.

	for and on behalf of <b>(Abellon CleanEnergy Ltd)</b>	for and on behalf of <b>(Manipal University Jaipur (MUJ))</b>
Name:	Mr. Pankaj Patel	Dr Vandana Suhag
Title:	President & Member Of The Board	Registrar
Place:	Ahmedabad	Jaipur
Sign:	 	 
Date:	07/4/16	01/4/16