



## MUTUAL NON-DISCLOSURE AGREEMENT

### A. Details of the Parties:

<b>PRAJ: Praj Industries Limited</b> (CIN: L27101PN1985PLC038031) A company incorporated under the laws of India and having its Registered office at "Praj Tower", 274 & 275/2, Bhumkar Chowk-Hinjewadi Road, Hinjewadi, Pune 411057 India (hereinafter referred to as "PRAJ", which expression unless repugnant to the context shall mean and include its successors and assigns)  Attention: Mr. Atul Mulay	<b>Company: Vasantdada Sugar Institute</b> Nature of Entity: Public Charitable Trust (PAN.: AAATV0865A) Incorporated under the laws of The Societies Registration Act, 1860 & The Bombay Public Trust Act, 1950, having its Registered office at Manjari (Bk), Tal Haveli, Dist: Pune-412307, Maharashtra, India (hereinafter referred to as "Company", which expression unless repugnant to the context shall mean and include its successors and assigns)  Attention: Mr. Sambhaji Kadupatil
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### B. Description of the Samples: (Parties to fill-up details if applicable)

PRAJ: NA	Company: NA
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### C. Description of the Purpose:

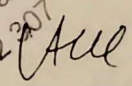
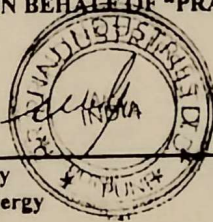
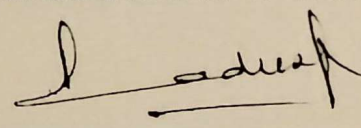
The Purposes of this Agreement is/are to:

- For validation of the technology/products developed by either of the parties
- For working on development of technologies/Products jointly agreed between both the parties in the area of Bio-Energy and Bio-Chemicals mainly comprising of 1<sup>st</sup> generation Ethanol, 2<sup>nd</sup> generation Ethanol, Biomass to CBG, Isobutanol, Bio-Hydrogen, Sustainable aviation fuel, Lactic acid, Poly lactic acid etc.

D. Effective Date:	16-Jan-23
E. Term:	Two (2) years from the Effective Date.
F. Confidentiality Period:	Five (5) years post expiry or termination of this Agreement.
G. Governing Law & Jurisdiction:	Governing Law: India and Jurisdiction: Courts in Pune, India
H. Arbitration Institution, Rules & Seat of Arbitration	Arbitration Rules: Arbitration & Conciliation Act, 1996 Seat of Arbitration : Pune, India
I. Other Clauses :	Click here to enter text.

Standard Terms and Conditions having reference no. (PIL/BNDA/STC/2022) shall be an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the date written below.

<p style="text-align: center;">FOR AND ON BEHALF OF "PRAJ"</p>   Name: Mr. Atul Mulay Title: President-Bioenergy Date: 16-01-2023	<p style="text-align: center;">FOR AND ON BEHALF OF "COMPANY"</p>  Name: Mr. Sambhaji Kadupatil Title: Director General Date: 16-01-2023
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Standard Terms and Conditions

(PIL/BNDA/STC/2022)

1. Definitions:

- 1.1 "Confidential Information" means any and all information transmitted by the Disclosing Party to the Receiving Party in any form either written or oral or visual inspection. The Confidential Information shall without limitation include all information, sample, specifications, standards, drawings, designs (whether registered or otherwise), know-how, processes, proprietary knowledge, patents, patent applications, copyright, copyright applications, trade secrets, details of specifications, drawings, financial information, information relating to procurement requirements, purchasing, manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, suppliers, customers, employees, investors or facilities, and all such information and data which is available and held by the Disclosing Party on trust or as a licensee
1.2 "Disclosing Party" shall mean either Praj or Company who is disclosing Confidential Information under this Agreement to Receiving Party.
1.3 "Receiving Party" shall mean either Praj or Company who is receiving Confidential Information under this Agreement from Disclosing Party.

2. Exceptions to Confidential Information:

However, the following shall not be considered Confidential Information - (i) Information which is in the public domain other than by the Receiving Party's breach of the terms of this Agreement, (ii) Information which was previously known to the Receiving Party prior to receipt from Disclosing Party, (iii) Information which was lawfully obtained by the Receiving Party from a third party not having any confidentiality obligations with Disclosing Party, (iv) Information independently developed by Receiving Party without using Disclosing Party's Confidential Information, and (v) Information which Receiving Party is required to disclose subject to applicable law, regulation or judicial / administrative order, only after Disclosing Party has been given prompt notice and sufficient opportunity to seek confidential treatment of such disclosure

3. Obligation of Confidentiality and Non-Use:

Unless Disclosing Party specifically authorizes in writing, Receiving Party must

- (a) not take any copy, extract, abstract or record or use Disclosing Party's Confidential Information and Samples, except for the Purpose,
(b) The Receiving Party agrees not to disclose the Confidential Information to third parties except its employees, officers and directors who are required to be informed for the implementation of the Purpose and who are bound to the Receiving Party for preserving the confidentiality and secrecy covenants. The Receiving Party shall be liable for the unauthorized disclosure of the Confidential Information by its employees, officers and directors
(c) not file any patent, utility model, or design application based upon any of Disclosing Party's Confidential Information

4. Ownership of Confidential Information:

Nothing contained in this Agreement shall be construed as granting or confirming any rights of ownership of the Confidential Information or any rights by license or otherwise expressly, implied or otherwise, for any invention, discovery or improvement hereafter made, conceived or acquired or for any invention, discovery or improvement made, conceived or acquired prior to the date of this Agreement. The Receiving Party agrees that the Confidential Information shall be released at the sole discretion of Disclosing Party and this Agreement shall not make it mandatory for Disclosing Party to release any information required by the Receiving Party. Confidential Information provided under this Agreement is provided "AS IS" basis. The Disclosing Party has no liability arising from Receiving Party's use of the Confidential Information

5. Term & Termination:

This Agreement shall be valid for a period of Term commencing from the Effective Date during which the Parties shall disclose the Confidential Information. Either Party shall be entitled to terminate this

Agreement by issuing a prior written notice of thirty (30) days to the Other Party. It is clearly understood by the Parties that the covenants of secrecy and non-use shall survive for a period of Confidentiality Period of this Agreement

6. Return of Confidential Information:

On the Confidential Information not being required by the Receiving Party or on the expiry or termination of this Agreement or upon the request of Disclosing Party, the Receiving Party shall forthwith return to Disclosing Party or destroy, the Confidential Information within 30 days from the date of request or expiry or termination of this Agreement

7. Remedies:

Receiving Party acknowledges and agrees that in the event of any breach of the terms of this Agreement, Disclosing Party shall be irreparably and immediately harmed and shall not be adequately compensated by monetary damages. Therefore, in addition to any other remedy to which it may be entitled in law or equity, Disclosing Party shall be entitled to an injunction or injunctions to prevent breach of the terms of this Agreement. However, neither Party shall under any circumstances or at any time be liable to the other under or in connection with this Agreement in contract, tort or otherwise for any loss of profits, loss of production, reduced production or loss of business or business opportunity, special indirect loss or damage or any remote or consequential loss or punitive loss or damage

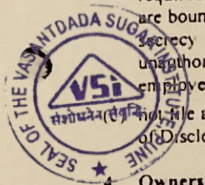
8. Dispute Resolution:

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties hereto shall endeavor to settle the same amicably. In the event the Parties fail to settle the dispute amicably, the Parties have agreed to refer the dispute to a mutually appointed sole arbitrator. The arbitration proceedings shall be governed by the Arbitration Rules as defined on page 1. The seat of arbitration shall be as defined in Page 1 and English language shall be used in arbitral proceedings. The Arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration proceedings. The award shall be binding on the Parties

9. Miscellaneous:

- i. Further, none of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall be deemed to be the agent of the other in any way. Nothing in this Agreement shall be construed to result in any claim whatsoever by the Receiving Party against Disclosing Party for reimbursement of costs for any effort expended. This Agreement is for protecting Confidential Information only. Disclosing Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement
ii. Any notice or other communication given or made under this Agreement shall, except where expressly stated otherwise, be in writing and in the English language. Any such notice or other communication shall be issued at the address of the Parties mentioned on Page 1 and shall be effective upon actual receipt
iii. Either Party shall not be entitled to assign or transfer its obligations under this Agreement to any person or entity without the prior written consent of the other Parties
iv. Any amendment to this Agreement must be in writing signed by both Parties
v. Execution of this Agreement shall not bind the Parties to enter into any transaction or other business relationship
vi. This Agreement shall be governed by the laws as defined on Page 1 and courts as defined on Page 1 shall have jurisdiction
vii. This Agreement may be signed in separate counterparts, and facsimile signatures (e.g., a scanned, digital or photo copy of the Agreement having the original signature) or electronic signature will be accepted as originals, provided, however, that both Parties use the same signature method. If any of the attached Standard Terms and Conditions conflict with any other provision of this Agreement, the provision of Agreement supersede over the Standard Terms and Conditions

End of Standard Terms and Conditions



Handwritten signature in blue ink.

Vertical stamp: 'Vasantada Sugam Institute' and 'Manoj K. Singh'.



Handwritten signature 'Chell' in blue ink.

Handwritten signature in blue ink.