

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and entered into this ____ day of August, 2019, by and between Jindal Power Limited, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Tamnar, Chattisgarh 496107 hereinafter referred to as (“JPL”), and XYZ with offices at _____.

1. JPL and XYZ are collectively referred to herein as ‘Parties’ and individually as a ‘Party’. JPL being the Party disclosing the Proprietary and Confidential Information shall be referred to as the “Disclosing Party” and XYZ being the party receiving the Proprietary and Confidential Information shall be referred to as the “Receiving Party”. “Representatives shall mean to include Party’s officers, directors, employees, consultants, advisors or attorneys. Representatives of JPL shall also include the shareholders, affiliates, group companies and its/their respective officers, directors, advisors, employees, accountants and attorneys.

2. As used in this Agreement, the term “Proprietary and Confidential Information” shall mean any and all information regarding the Disclosing Party or any of its shareholders, subsidiaries, group companies, affiliates, customers, prospective customers, officers, employees, directors, partners, associates, consultants and/ or advisors and its/ their business affairs which the Receiving Party is provided with or comes in contact with (prior to execution or after the execution of this Agreement) or creates during the term of this Agreement, whether written, oral, documentary, pictorial, in machine readable form or by observation by the Receiving Party including but not limited to financial information, business plan, business information, customer lists and details, customer information, business strategy know-how and processes, trade secrets, technical drawings, market intelligence which is marked proprietary, confidential, or the equivalent, or which the Disclosing Party indicates in writing or verbally at the time of transmittal to the Receiving Party, or which by the nature of the circumstances surrounding disclosure ought to be treated as, confidential or any information that anyone receiving such information including the Receiving Party, may reasonably consider as proprietary, confidential or the equivalent. Proprietary and Confidential Information also includes (i) notes, extracts, analyses or materials, which are copies or derivative works of any Proprietary and Confidential Information, or from which the substance of the Proprietary and Confidential Information can be inferred or otherwise understood (ii) the fact, content and/or status of the communications or discussions between the Parties (including their Representatives) relating to or connected with the Transaction, and (iii) the existence and the contents of this Agreement.

Information shall not be deemed Proprietary and Confidential Information and the Receiving Party shall have no obligation with respect to any such information if and only if the Receiving Party can prove by written records: (i) that it was already known to the Receiving Party, prior to receipt from the Disclosing Party, without any obligation to maintain confidentiality, from a source other than the Disclosing Party; (ii) is or hereafter becomes publicly known through no wrongful act, fault or negligence of the Receiving Party; (iii) is received by the Receiving Party without restriction and without breach of this Agreement or any other agreement, from a third party entitled to so disclose it; (iv) is approved for release by written authorization of the Disclosing Party ; or (v) is independently developed by the Receiving Party without, either directly or indirectly, any access to, or knowledge of, such Proprietary and Confidential Information.

In the event the receiving Party is required to disclose any Proprietary and Confidential Information to comply with any order of a judicial and/ or regulatory authority of competent jurisdiction or due to any requirement of legal and/ or regulatory process, regulation, governmental order, decree or rules, the Receiving Party shall immediately notify the Disclosing Party of such a requirement prior to such disclosure (and if that is not reasonably practicable, then a prompt notice after such disclosure) so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. In the event the Receiving Party becomes compelled to disclose any of the Proprietary and Confidential Information in the circumstances stipulated above, the Receiving Party shall only disclose such information to the extent that the Receiving Party is so compelled to disclose. The Receiving Party shall ensure that, to maintain the maximum extent possible in the above circumstances, confidential treatment is accorded to such information.

3. The Receiving Party shall take all necessary steps and precautions to protect the Proprietary and Confidential Information against any unauthorized use and/ or disclosure in violation of this Agreement. The Receiving Party shall notify the Disclosing Party in writing immediately upon it becoming aware of the occurrence of any suspected or actual loss or unauthorized use or any unauthorized release of Proprietary and Confidential Information or other breach of this Agreement.

4. Any and all Proprietary and Confidential Information shall, at all times, remain the property of the Disclosing Party and/ or its customer(s) or other owner(s) thereof, as the case may be. The Receiving Party shall use the Proprietary and Confidential Information received, at any time, solely for the purpose of considering and evaluating the Transaction and shall not, except as hereinafter provided, disclose, in any manner whatsoever, in whole or in part, any of the Proprietary and Confidential Information to any person, nor shall it use the Proprietary and Confidential Information received, at any time, for any purpose other than the Transaction. The Receiving Party shall not make any copies, in whole or in part, machine readable or otherwise, of the Proprietary and Confidential Information except for copies that need to be made strictly in respect of considering and evaluating the Transaction. The Receiving Party shall, at the request of the Disclosing Party at any time, promptly return to the Disclosing Party, all tangible forms of Proprietary and Confidential Information, including and all copies and partial copies thereof, whether machine readable or otherwise or at the option of the Disclosing Party, shall destroy all tangible copies, intangible copies and partial copies whether machine stored, machine readable or otherwise and XYZ shall provide with a written certification as to such destruction, in the form and manner acceptable to the other Party. Notwithstanding anything stated to the contrary contained herein the Receiving Party may retain copies of the Proprietary and Confidential Information generated automatically through data backup and/ or archiving systems which are inseparable from copies of other information provided that such copies are not used and that such Proprietary and Confidential Information is kept confidential and continues to be subject to the terms of this Agreement notwithstanding the expiry or termination of this Agreement. Provided further, the Receiving Party may also retain one copy of the Proprietary and Confidential Information to comply with any regulatory process, applicable laws or regulations provided that, such Proprietary and Confidential Information that has been retained is kept confidential and continues to be subject to the terms of this Agreement as long as it is retained notwithstanding the expiry or termination of this Agreement.

5. Nothing contained in this Agreement shall be construed as; (i) requiring the Disclosing Party to disclose to the Receiving Party any particular information; (ii) granting to the Receiving Party a license, either express or implied, under any patent, copyright, trade secret or any other intellectual property right on any Proprietary and Confidential Information, now or hereafter owned, obtained or licensed by the Disclosing Party; (iii) creating warranties of any kind in connection with any

particular information; (iv) constituting or implying any representation or commitment as to the development or availability of commercial products, features or services; or (v) soliciting any business or organization changes or incurring any obligations of any kind not specified herein.

6. The Parties agree that Proprietary and Confidential Information may relate to products that are under development or are planned for development. Parties make no warranties regarding the accuracy of any information disclosed. The Disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Receiving Party as a result of the receipt of any Proprietary and Confidential Information. The Receiving Party understands that Disclosing Party does not warrant or represent that it will introduce or develop any product disclosed in the Proprietary and Confidential Information. The Receiving Party will not utilize any such Proprietary and Confidential Information to develop products or services for the Receiving Party's own or another's use, or to develop products or services sold or offered for sale or otherwise transferred or offered for transfer to anyone, without the prior written consent of the Disclosing Party.

This Agreement and the disclosure of Proprietary and Confidential Information hereunder shall not constitute or imply any promise or intention or obligation on JPL to accept any offer or proposal which may be made by XYZ in the course of any negotiations in connection with the Transaction or to enter into any agreement in connection with the Transaction.

7. Any direct, indirect or any other manner of solicitation by XYZ or by any of its affiliates, or by their respective personnel, employees, officers, directors, representatives, consultants and/or advisors of any of the other Party's or its group companies personnel to apply for employment with itself or any third party shall be deemed to be a breach of this Agreement and any other related agreements and other the other Party shall be entitled to terminate, forthwith, any discussions in relation to the Transaction and any agreements and/or arrangements related thereto, without any obligation to provide any notice, whatsoever. This prohibition on solicitation shall also apply to past-employees of Parties hereto or any of its affiliates, who left the employment of the Party or any of its affiliates less than twelve months prior to the date of any solicitation.

8. Parties acknowledge and agree that damages suffered by JPL or any of its holding company(ies), subsidiaries, affiliates and/or customers, shall be difficult to ascertain and inadequate to completely compensate or remedy the damages suffered, in the event of breach of any of the contents of this Agreement by XYZ or its Representatives.

9. XYZ shall indemnify JPL and its shareholders, subsidiaries, group companies and associated companies, and its/their respective directors, officers, representatives, employees or agents against all claims, actions, damages, losses, costs (including solicitor and client costs on an indemnity basis) and expenses howsoever and whatsoever incurred by JPL and its shareholders, subsidiaries, associated companies, and/or their respective directors, officers, representatives, employees or agents may incur or be subject to as a result of or in connection with any breach by XYZ and/or its Representatives under this Agreement.

10. This Agreement shall be governed and construed in accordance with the Laws of India, applicable to contracts made and to be performed herein and the Parties irrevocably submit to the jurisdiction of the courts of Delhi alone. Any dispute, controversy or claim arising out of or relating to this Agreement, or the existence, breach or validity, termination or enforceability thereof ("Dispute") shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 and the rules made thereunder and any amendments thereto. The seat of the arbitration shall be in Delhi. The language of

the arbitration shall be English. The arbitral tribunal (“Tribunal”) shall consist of a sole arbitrator. The appointment of the sole arbitrator shall be mutually agreed upon by the Parties. If the Parties fail to appoint an arbitrator, the same shall be appointed by the Delhi High Court. The arbitral award shall be final and binding upon the Parties. The cost of the Arbitration shall be shared equally by both the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrators have been appointed, at any time up until the arbitrators have made their final award.

11. The contents of this Agreement supersede any prior oral or written understandings with respect to the subject matter of Proprietary and Confidential Information between XYZ and JPL and constitutes the entire agreement between XYZ and JPL with respect to the subject matter of Proprietary and Confidential Information, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both Parties. In carrying out its responsibilities hereunder, XYZ shall comply (and shall cause its Representatives) to comply with all applicable laws, rules and regulations etc. (each as they may be amended from time to time)

12. This Agreement shall be effective from the date of signing hereof by both Parties and shall survive for a period of ____ () years from the date hereof.

This Agreement shall commence on the date last signed below.

For and on behalf of:

Jindal Power Limited

Name:

Designation:

For and on behalf of:

XYZ-

Name:

Designation: