

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

**NAC Group of Industries, Aurangabad (MS), India**

and

**RUSA Centre for Advanced Sensor Technology, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India**

This Confidentiality and Non-Disclosure Agreement (the "Agreement"), dated 20<sup>th</sup> Februray, 2017 ("Effective Date") is entered into as of Potential Business Arrangement, by and between **NAC Group of Industries, Aurangabad (MS), India** and its associates and subsidiaries (hereinafter referred to as "Recipient"), at Aurangabad and **Dr. Mahendra D. Shirsat / RUSA Centre for Advanced Sensor Technology, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India**, (hereinafter referred to as "Disclosing Party"), with offices at Aurangabad (MS) India.

**WHEREAS**, Disclosing Party, in order to explore a potential partnering strategy or other potential business relationships intends to engage in continuing discussions about the proprietary technology/ product developed by Disclosing Party including, but not limited to, describe the product and application and its usage in some detail (Hereinafter referred to as the "Limited Purpose"), and in the course of these discussions Disclosing Party may disclose its confidential Information (defined below) to Recipient; and

**WHEREAS**, **Each Party** is willing to disclose such information only on the terms and conditions set forth in this Agreement.

**THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recipient agrees: (1) to hold all Confidential Information of **respective parties** in strict confidence; (2) to treat such Confidential Information with at least the same care and precaution that Recipient affords its most confidential, valuable, and secret information; (3) not to make use of such Confidential Information for any purpose other than evaluating the Potential Business Arrangement; (4) not to release or disclose such Confidential Information to any other person or entity without the prior written consent of Disclosing Party, in which event Recipient will require such person or entity to enter into a Confidentiality Agreement acceptable to Disclosing Party; and (5) not to disclose to any person or entity that any discussions or negotiations are taking place about the **Potential Business Arrangements including, but not limited to, the existence, status, proposed terms or nature of such discussions**; provided that such obligations do not extend to any Confidential Information of Disclosing Party that: (a) is or becomes publicly known through no wrongful act of Recipient; (b) is disclosed to Recipient by a third person not in violation of any obligation of non-disclosure; (c) is approved for release by written authorization of Disclosing Party; or (d) is required to be disclosed pursuant to any law,

rule, regulation or requirement of a governmental agency or body having jurisdiction over any party hereto. Recipient will have the burden of proving any of the above exceptions. Without limiting the foregoing, Recipient agrees not to directly or indirectly: (a) contact any client, customer, supplier, or lender of Disclosing Party in connection with or with respect to the Confidential Information; or (b) discuss the business of Disclosing Party or the Confidential Information with any client, customer, supplier or lender of Disclosing Party; (6) will not circumvent Disclosing party to contract with their customers, sales agents, or business associates. Further, The recipient party would not be able to file any IP including (patent/Trademark/design/copyright) on the disclosed matter and/ or any variants of products and processes derived from the instant project during and after Implementation of this project including commercialization of the product/process of the said project.

10. This Agreement may be executed only by a writing signed by the Parties.

2. "Confidential Information" means any non-public scientific, technical, financial or business information in whatever form (written, oral or visual) possessed or obtained by **Disclosing Party** and furnished to or otherwise observed by the Recipient. Confidential Information includes, without limitation, devices, techniques, methodology, procedures, tests, data, documentation, reports, know-how, trade secrets, sources of supply, patent positioning, relationships with consultants and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing or other projects of Disclosing Party, and any other confidential information about or belonging to Disclosing Party's suppliers, licensors, licensees, partners, affiliates, customers, potential customers or others. Confidential Information disclosed to the Recipient by any affiliate or agent of Disclosing Party is also subject to this Agreement.

3. Upon request of Disclosing Party, Recipient will promptly return to Disclosing Party within **thirty (30) days** all copies of any written or tangible Confidential Information received from Disclosing Party and will destroy any work papers, memoranda, other writings or electronic data prepared by Recipient or its agents or advisors based upon or incorporating any of the Confidential Information.

4. Each party will retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright or application for same which now or hereafter may be obtained by each party is either granted or implied by the disclosure of Confidential Information.

5. None of the Confidential Information disclosed by Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to Recipient with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

6. Recipient acknowledges that the Confidential Information disclosed by Disclosing Party under this Agreement may be subject to export controls under the laws of India. Recipient will comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of Disclosing Party without first obtaining all required Indian authorizations or licenses.

13. If any arbitration, litigation, or other legal proceeding occurs between the parties relating to this Agreement, the prevailing party will be entitled to recover (in addition to any

7. Recipient will not reverse-engineer, decompile or disassemble any hardware of software disclosed to it under this Agreement and will not remove, overprint or deface any notice of confidentiality, copyrights, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Disclosing Party.

8. The parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder will be assignable or otherwise transferable.

9. If any term of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms will remain in full force and effect.

10. This Agreement may be modified only by a writing signed by the Parties.

11. Recipient acknowledges and agrees that any remedy at law for a breach or threatened breach of the provisions herein would be inadequate to protect the interests of Disclosing Party in such Confidential Information and, in recognition of this fact, in the event of a breach or threatened breach by Recipient of any of the provisions herein, it is agreed that Disclosing Party will be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may be available without posting bond or other security. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or not or hereinafter existing at law or in equity or by statute or otherwise.

12. Any person signing this Agreement represents that this Agreement has been fully and duly authorized by the party he or she represents, that he or she has been fully and duly authorized to sign this Agreement by the party he or she represents, and that his or her signature is binding upon the party on whose behalf he or she signs. Any notices required hereunder will be to writing and will be sent by certified mail (return receipt requested), postage prepaid, or via internationally recognized overnight courier with courier fees prepaid, to the party to be noticed at the address set forth below. Such notices will be deemed received on the earlier of that date actually received by the noticed party, when refused by the noticed party or when returned to the noticing party.

13. This Agreement will continue from the Effective Date until terminated by either party by giving thirty **(30) days** written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the confidentiality obligations of Recipient will remain in full force and effect following the date of termination of this Agreement for three (3) years. 3 year, **however the agreement can be renewed after three years on year to year basis. As a when the present collaborative research project materializes into commercialization and becomes ready for marketing, disclosure party shall give license or manufacture of the product**

14. **The said project on the terms and condition decided by the mutual consent. Simultaneously the disclosing party shall be free to enter into licensing arrangement with other enterprises for commercialization and marketing of the product.**

15. If any arbitration, litigation, or other legal proceeding occurs between the parties relating to this Agreement, the prevailing party will be entitled to recover (in addition to any

other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees, incurred in the proceeding.

16. This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written agreements between the parties with respect thereto.


17. The validity, constructing, interpretation, and enforceability of this Agreement will be governed by the laws of the State of India without giving effect to the choice of laws rules thereof. By execution and delivery of this Agreement, each of the parties submits to the exclusive jurisdiction of the Aurangabad High Court, as the exclusive proper forums in which to adjudicate any case or controversy arising hereunder.

18. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

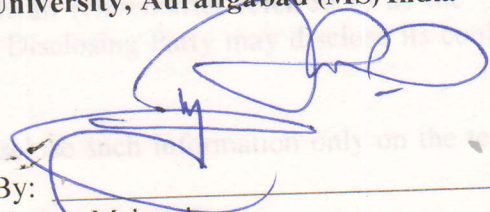
19. IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the Effective Date.

**NAC GROUP of Industries, Aurangabad (MS)**

**RUSA Centre for Advanced Sensor Technology,  
Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India**

By:   
Name: Dilip  
Title: Dharurkar  
Date: Februray 20, 2017



By:   
Name: Mahendra  
Title: Shirsat  
Date: Februray 20, 2017

Recipient agrees: (1) to hold all Confidential Information of respective parties in strict confidence; (2) to treat such Confidential Information with at least the same care and precaution that Recipient affords its most confidential, valuable, and secret information; (3) not to make use of such Confidential information for any purpose other than evaluating the Potential Business Arrangement; (4) not to release or disclose such Confidential Information to any other person or entity without the prior written consent of Disclosing Party, in which event Recipient will require such person or entity to enter into a Confidentiality Agreement acceptable to Disclosing Party; and (5) not to disclose to any person or entity that any discussions or negotiations are taking place about the Potential Business Arrangements including, but not limited to, the existence, status, proposed terms or nature of such discussions; provided that such obligations do not extend to any Confidential Information of Disclosing Party that: (a) is or becomes publicly known through no wrongful act of Recipient; (b) is disclosed to Recipient by a third person not in violation of any obligation of non-disclosure; (c) is approved for release by written authorization of Disclosing Party; or (d) is required to be disclosed pursuant to any law.