

NON DISCLOSURE AGREEMENT

Between

And

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT ("Agreement") made on this [] day of 20.... Between -----, a company incorporated under the Companies Act, 1956, and having its Registered Office at ----- and Corporate Office at -----hereinafter referred to as "Company" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns), of the One Part;

And NTPC Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi - 110003, India, hereinafter referred to as "NTPC" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns) of the Other Part.

The Company and NTPC shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. NTPC is interested in evaluating the operational Renewable Energy Solar Assets received from various SPVs/Developers in a Global RFP Process ("Evaluation").
- B. As a part of the evaluation, NTPC wants to engage Consultants for Commercial Due Diligence and Transaction Advisory Services to carry out the evaluation of these Renewable Assets and these Consultants shall be required to adhere to this Non-Disclosure Agreement throughout the bidding process in order to keep all the information received from the Third Party (SPVs/Developers) as strictly confidential in nature.
- C. The Client (i.e. NTPC) has entered into a separate Non-Disclosure Agreement with the SPVs/Developer offering operational Renewable Energy Solar Assets by way of subscription/ acquisition of the equity stake of the Company and this Non-Disclosure Agreement intends to protect the interest of the client in respect of the Confidential Information in the course of tendering and discussions on the Evaluation and the Technical Consultant shall be required to fully abide by the obligations of the client.
- D. It is anticipated by the Parties that in the course of discussions, tendering for the Evaluation, a Party ("Disclosing Party") may disclose to the other Party ("Receiving Party") certain Confidential Information (defined hereinafter).
- E. The Parties are desirous of entering into this Non-Disclosure Agreement which sets out their mutual confidentiality obligations in respect of the Confidential Information disclosed to each other in the course of their discussions on the Evaluation.

F. Each Party undertakes to comply with the terms and conditions as contained hereinafter which shall govern the exchange and handling of the non-disclosure and use of the Confidential Information.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions and Interpretations:

- 1.1 “Affiliates” means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power, alone or together with others, to direct or cause the direction of the Management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 “Confidential Information” has the meaning ascribed to it in Clause 2.1.
- 1.3 “Disclosing Party” has the meaning ascribed to it in Recital B,C & D.
- 1.4 “Government” or “Governmental Instrumentality” shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the GOI and any other local or other authority, agency or statutory body exercising powers conferred by Laws;
- 1.5 “Laws” means all laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, guidelines, directions, directives, decision, decrees and orders of any Governmental Instrumentality having the force of law.
- 1.6 “Materials” means the part of any tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form and shall include any storage device which forms a part of computer hardware.
- 1.7 “Person” includes any natural person, firm, company, Governmental Authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).
- 1.8 “Receiving Party” has the meaning ascribed to it in Recital D.
- 1.9 “Representatives” has the meaning ascribed to it in Clause 3 (a).

2. Confidential Information

2.1 "Confidential Information" means information which is legally owned and possessed by the Disclosing Party and which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, in whatever form or media, imparted or disclosed by the Disclosing Party to the Receiving Party, in writing or by any other medium upon the execution of this Agreement or during the course of the discussions on the Evaluation. Confidential Information includes information:

- a) relating to the Disclosing Party's business, corporate policies, strategies, operations, finances, employees, plans or opportunities and commercial information including profitability information and charts and the identity of, or particulars about, the Disclosing Party, marked identified as confidential, restricted, secret or proprietary at the time of disclosure during the discussions on the Evaluation;
- b) the fact that the discussions referred to herein are taking place, and all notes, extracts, compilations or Materials or media, which are copies of or derivative works of the Confidential Information.

But does not include any information which:

- a) is now, or hereafter, through no willful act or failure by the Receiving Party, becomes, generally known or available to the public;
- b) is furnished to the Receiving Party on a non-confidential basis by a third party whom the Receiving Party reasonably believes that the Disclosing party had not obtained it under an obligation of confidentiality.;
- c) is an information which the Receiving Party can evidence as having been independently developed by it without violating this Agreement; or
- d) is legally known to the Receiving Party prior to the time of disclosure by the Disclosing Party.

2.2 Obligation of Confidentiality

The Receiving Party shall keep the Confidential Information strictly confidential and shall use it for the purposes of Evaluation as per Recitals and shall not disclose or divulge or provide any Confidential Information to a third party, in manner whatsoever, without the prior written consent of the Company. In case the Receiving Party is required to disclose any Confidential Information in terms of any Law, the Receiving Party shall endeavor to give the Disclosing Party reasonable notice as may

be legally possible prior to such disclosure to obtain any applicable protective order or equivalent and provide such assistance, as may be required by the Disclosing Party for the purposes of safeguarding such Confidential Information and further comply with the same.

3. Undertakings and Covenants of the Parties:

Each Party hereby agrees, undertakes, confirms and covenants with the other that:

- a) it shall keep strictly confidential and not use, reveal, provide or transfer to any Person, directly or indirectly, the Confidential Information or any part thereof, except to such of its employees, directors, co-investors, debt financing sources, attorneys, accountants, consultants or representatives (collectively, "Representatives") strictly on a "need-to-know" basis for the purpose of Evaluation, and the Receiving Party shall at all times remain fully responsible for such Representatives' compliance with this Agreement;
- b) it shall not keep, reproduce, use for any unauthorized purpose or part with possession of any documents or Material relating to the Confidential Information, save as required for the purposes of Evaluation, except with the prior written consent of the Disclosing Party;
- c) it shall apply, adopt and enforce appropriate procedures and policies with regard to and in respect of transmission, publication and disclosure of the Confidential Information, in order to preserve the confidentiality or propriety of such information;
- d) it shall exercise the same care in preventing unauthorised disclosure or use of the Confidential Information as it would take to protect and safeguard the confidentiality of its own information of a similar nature;
- e) it shall maintain proper records and enforce strict accountability of all Confidential Information received from the Disclosing Party and whenever required to transmit publish or disclose or otherwise provide such Confidential Information subject to, and as may be permitted under, this Agreement, it shall do so with due diligence and shall convey to the recipient of such information that the same is subject to non disclosure obligations under this Agreement, so as to put the recipient on notice that the recipient shall be held accountable in respect of disclosure of such Confidential Information and that the recipient is expected to maintain confidentiality as if the recipient was a party to this Agreement and obtain such assurances, agreement and undertaking from the recipient that it shall return such information upon request by the Disclosing Party;

- f) it shall ensure that the Representatives are made aware of the terms and conditions of this Agreement including without limitation the confidentiality obligations of the Receiving Party under this Agreement and abide by it at all times.
- g) Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party in connection with the relationship will be promptly returned by the Receiving Party, accompanied by all copies of such documentation or certification of destruction, within TEN days after the relationship has terminated or on the written request of the Company.

4. Term:

Unless otherwise agreed to, expressly in writing by the Parties, the obligations hereunder shall continue to be in full force and effect in accordance with the terms hereof and shall terminate on the expiry of earlier of (i) the Parties entering into legally binding documentation in relation to or pursuant to the Evaluation; and (ii) twelve months for the date of this Undertaking;

5. Rights and Remedies of the Disclosing Party:

- 5.1 On the expiry of the term of this Agreement or upon its termination for any reason whatsoever or immediately upon the Disclosing Party's request at any time during the term hereof, the Receiving Party shall forthwith return to the Disclosing Party all the Material which are capable of returning to the Disclosing Party, then in the possession of the Receiving Party which contain any such Confidential Information, and shall forth with take reasonable steps to expunge all Confidential Information (and any copy that may have been made) from any computer, word processor or other device containing the Confidential Information.
- 5.2 In the event of breach of any of the conditions stipulated by this Agreement, the Disclosing Party shall be at liberty to take necessary steps to prevent the Receiving Party from disclosing or using such Confidential Information except as authorized herein, including without limitation, terminate this Agreement by serving 30 (thirty) days prior notice, in writing.
- 5.3 The Receiving Party acknowledges and undertakes that unauthorised disclosure or use of the Confidential Information by it shall cause irreparable damage to the Disclosing Party in such a way that the Disclosing Party cannot be adequately compensated in damages in an action at law. Accordingly, if any dispute arises concerning the disclosure or use of any Confidential Information by the Receiving Party, the Disclosing Party may seek injunctive relief restraining the un-authorised disclosure or use of the Confidential Information by the Receiving Party or specific performance of this Agreement. The above remedy will be in addition to any other legal or equitable remedy otherwise available to the Disclosing Party.

6. Compliance with Law

Each Party acknowledges that some or all of the Confidential Information provided herein (in case Disclosing Party is a listed company) is or may be price-sensitive information and that the use of such information may be regulated or prohibited by Law and each Party undertakes not to use, directly or indirectly, any Confidential Information in contravention of any Law. On acquiring any Confidential Information, each Party shall comply with all Laws, and shall indemnify and hold the other Party harmless against any consequences arising from any violation by such Party or its Representatives of such Laws.

7. Entire Agreement:

The terms and conditions herein constitute the entire agreement and understanding of the Parties on the subject matter of this Agreement and shall cancel and supersede all communications, negotiations, arrangements and agreements, either oral or written, between the Parties hereto, with respect to the subject matter hereof.

8. Amendments:

No amendment to or modification of this Agreement shall be valid or enforceable unless reduced to writing and executed by the Parties hereto.

9. Waiver:

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

10. Notice

- 10.1 Any notice, demand or other communication required or permitted to be given to either Party by, or made pursuant to, this Agreement shall be in writing and shall be personally delivered to such Party, sent by prepaid courier; or sent by facsimile transmission, charges prepaid, confirmed by prepaid courier to the following address:

To: -----

Attn: -----

Address: -----

Phone: -----

To: NTPC

Address: NTPC Limited, Core 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi-110003

10.2 Any Party may from time to time change its address upon serving at least 5 (five) business days prior written notice to the other Party given in accordance with the provisions hereof.

10.3 Any notice, demand or other communication delivered in accordance with Article (10.1) or (10.2) above if delivered during the normal business hours of the intended recipient, shall be deemed to have been received on the day of its delivery, otherwise on the next business day, and if sent by facsimile shall be deemed to have been received on the date of its transmission by facsimile provided that in the case of a facsimile the recipient's facsimile number appears on the senders transmission report (confirmation copy to be sent by prepaid courier).

11.0 Severability:

Any provision in this Agreement which is held to be illegal or unenforceable, in whole or in part, under any applicable enactment or rule of law, shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the applicable law.

12.0 Governing Law:

This Agreement shall be governed, construed and interpreted in accordance with the laws of India.

13. Dispute Resolution:

Jurisdiction court of Delhi shall have exclusive jurisdiction on disputes pertaining to this Agreement.

14. Counterparts:

This Agreement may be executed in 2 (two) counterparts, each of which when executed and delivered is an original and shall be retained by each Party and

taken together shall constitute and evidence the same Agreement between the Parties.

IN WITNESS WHEREOF the parties hereto have signed these presents, in duplicate, the day and year first herein above mentioned.

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SIGNED and DELIVERED

by the within named

in the presence of

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SIGNED and DELIVERED

by NTPC Ltd

in the presence of
