

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made at Delhi on this 26th day of October, 2019

By and between

HAVELLS INDIA LIMITED, a company incorporated under the laws of India and having its registered office at 904, 9th Floor, Surya Kiran Building, K.G. Marg, Connaught Place, New Delhi 110001 (hereinafter referred to as "**Havells**");

And

ABES ENGINEERING COLLEGE, a society incorporated under the laws of India and having its registered office at 80, Navyug Market, Ghaziabad 201003 (hereinafter referred to as "**ABESEC**").

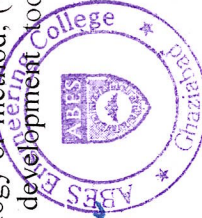
Havells and ABESEC may be, hereinafter, referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. The Parties wish to enter into discussions to explore mutually beneficial opportunity of technical collaboration (the "Transaction").
2. The Parties acknowledge that in the discussions regarding the Transaction, the Parties may acquire or be exposed to Confidential Information (as defined below) of each other that is not available to the public.
3. In order to protect the Confidential Information, the Parties agree to incorporate in this Agreement, the rights and obligations of the Party receiving the information ("Recipient") with respect to the use, handling, protection and safeguarding of the Confidential Information and the undertaking for non-disclosure of the Confidential Information.
4. The Party disclosing the confidential information shall be referred to as Discloser.

NOW THEREFORE, in consideration of the above premises, the Parties agree as follows:

1. This Agreement is effective from 26th October 2019.
2. The term "**Confidential Information**" means any information of a proprietary nature, which is disclosed by Discloser, whether in written, oral or other tangible or intangible forms, or otherwise acquired by the Recipient, in the course of the Transaction, including, but not limited to: (i) any marketing strategies, plans, designs, concepts, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of Discloser; (ii) design data, works-in-progress, development tools, source code, object code, flow, information and trade secrets shared by Discloser (iii) plans for products or services, and customer or supplier lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, ~~computer~~



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software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (vi) any other information that should reasonably be recognized as confidential information of the Parties. For the avoidance of doubt, any such information pertaining to any affiliates/associates of the Parties, disclosed during the Transaction shall also be treated as Confidential Information of the Parties.

3. Confidential Information, however, shall not include any information which (a) is or becomes available to the public through no breach of this Agreement, (b) was previously known by the Recipient without any obligation to hold in confidence, (c) was received from a third party free to disclose such information without restriction, (d) was independently developed by the Recipient without the use of any disclosed information from the Discloser, or (e) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, provided that Recipient shall provide Discloser with prompt notice of such request(s) and shall seek an appropriate protective order or other appropriate remedy to prevent such disclosure.

4. The Recipient shall use Confidential Information solely with respect to the Transaction and for no other purpose. Upon receipt of Confidential Information, the Recipient shall hold all Confidential Information in confidence and shall not, without the prior written consent of Discloser, disclose such information to any third party except the Recipient's representatives, strictly on a need to know basis only for the purpose of the Transaction and provided that such Recipient's representatives have signed an agreement with the Recipient with confidentiality provisions no less stringent than those set forth herein.

5. The Confidential Information is the property of the Discloser. Nothing in this Agreement shall be construed as granting to the Recipient or any other person, any property rights, by license or otherwise, to any Confidential Information.

6. The Recipient agrees that any breach or a threatened breach by the Recipient of its obligations under this Agreement will cause irreparable injury to Discloser and monetary damages would not be an adequate remedy for such breach. Accordingly, in addition to such damages and any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to seek temporary and permanent injunctive relief against any such breach.

Further, Discloser shall notify the Recipient within a reasonable time frame upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives; or (2) any actions by Recipient or its Representatives inconsistent with their respective obligations under this Agreement, Recipient shall cooperate with any and all efforts of Discloser to help Discloser regain possession of Confidential Information and prevent its further unauthorized use.

7. Recipient's obligations with respect to each item of Confidential Information shall survive for a period of five (5) years following the disclosure of the applicable Confidential Information.

8. Promptly, upon written request of Discloser at any time, the Recipient, at Discloser's option, shall return or destroy all Confidential Information, together with all copies thereof, in the possession of Recipient.

9. Parties hereby agree that neither Party is under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the

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matters specifically agreed to herein.

10. This Agreement shall be governed by the laws of India.

11. Any and all disputes arising out of this Agreement shall be referred to arbitration under Arbitration & Conciliation Act, 1996 and amendments, rules thereunder. The arbitration will be presided by a sole arbitrator jointly appointed by the Parties. The arbitrations shall be conducted in the English language and the place of arbitration shall be Delhi.

IN WITNESS WHEREOF Parties have caused this Agreement to be signed by their respective duly authorised representatives as on the date hereinabove first written.

For HAVELLS INDIA LIMITED



Dr. MUKUL SAXENA
Name : Executive VP & CTO
Designation : Centre for Research & Innovation

Witnessed by :



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For ABES ENGINEERING COLLEGE



Name : **SACHIN KUMAR GOEL**
Designation : **V.P.**

Witnessed by :



AJAY SINGH

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DESIGNING AGREEMENT

This Designing Agreement (hereafter referred to as the Agreement) is made on this 26th October, 2019
By and between

Havells India Limited, a company incorporated under Companies Act, 1956 and having its registered office at 904, 9th Floor, Surya Kiran Building, K.G. Marg, Connaught Place, New Delhi 110001 (hereafter referred to as the "Company")

And

ABES Engineering College, a unit of Society for Educational Excellence, a society duly established under the laws of India, having its registered office at 80, Navyug Market, Ghaziabad 201003 (hereinafter referred to as the "Institute") Institute.

(Hereafter referred to as Party individually and Parties collectively.)

WHEREAS:

- i. the Institute is a premier engineering college and is also engaged in research and development work for the industry to give exposure to its students;
- ii. the Company and the Institute have decided to work on certain projects which will be decided from time to time and details of which will be incorporated in this Agreement by way of annexures; and
- iii. the Parties are reducing their mutual understanding for the aforesaid projects in writing by way of this Agreement and agree that the aforesaid projects will be executed under the terms and conditions of this Agreement.

NOW, THEREFORE, the Company and the Institute hereby agree as follows:

1. SERVICES

Subject to the terms and conditions of this Agreement, the Company hereby appoints the Institute to provide designing services (hereafter referred to as the "Services"), the details of which are more particularly provided in Annexure - A, and the Institute agrees to render such Services during the term of this Agreement.

2. TIMELINES

The timelines to render the Services hereunder as mutually agreed between the Company and the Institute have been incorporated in Annexure – A. The Institute acknowledges that time is the essence of the Services.

3. STANDARD OF SERVICES

The Services to be provided by the Institute shall be performed with promptness and diligence and at a level of proficiency which is expected of a Institute with the background and experience that the Institute has.



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4. **TERM**

This Agreement shall be effective from 26th October, 2019 and shall remain in effect for a term of 1 Year unless extended in writing by the Parties.

5. **COMMERCIALS**

In consideration of the services to be provided by Institute to the Company hereunder, the Company shall pay to the Institute a consultancy fee of Consultancy as provided in Annexure - A.

6. **WORK AND OWNERSHIP OF WORK**

- i. In this Agreement "Work" shall mean the output of any particular project including intellectual property, whether registrable or not, developed by the Institute in the performance of the Services and as identified in the Annexure A.
- ii. Subject to clause 5 and fulfillment of the Company's payment obligations in Annexure A, Institute shall assign to Company all rights, title and interest in and to the Work. All Work shall become the sole and exclusive property of the Company and Institute or any of its personnel, performing Institute's obligations under this Agreement, will not have any rights of any kind whatsoever in such Work except for being identified as the inventor/designer of the Work.
- iii. Institute agrees to promptly sign, execute, make and do all such documents including assignment deed, acts and things as Company may reasonably require or desire to protect Company's rights, title, and interest in and to the Work. To clarify further, the applications under applicable laws for intellectual property rights will be filed by the Company in its own name.
- iv. Institute will not make any use of any of the Work in any manner whatsoever without the Company's prior written consent.
- v. Institute warrants that it shall not knowingly incorporate into any Work, any material that would infringe any intellectual property rights of any third party.

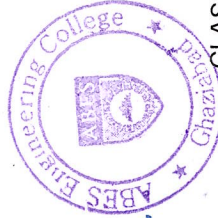
7. **REPRESENTATIONS AND WARRANTIES**

- i) The Institute understands that the Services provided by it under the terms of this Agreement shall be critical for the Company and will be used for its products which can be offered for sale in India. The Institute hereby represents & warrants that the Services rendered by the Institute shall not be in breach of any of his obligations under any other contract and any Work shall not infringe any third-party rights including but not limited to patents and designs.
- ii) The Institute represents that to the best of its knowledge currently it doesn't have any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The Institute further agrees that it shall not intentionally and knowingly enter into any such agreement.

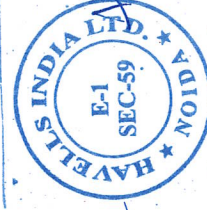

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8. CONFIDENTIAL INFORMATION

- i. In this Agreement the term "Confidential Information" shall mean the Work and any and all information relating to either Party's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by such Party to the other, either directly or indirectly, in writing, orally or visually, to Institute. Confidential Information does not include information which:
- a. is already in or comes into the public domain without breach of this Agreement by the receiving Party;
 - b. was in the possession of the receiving Party prior to receipt from the disclosing Party;
 - c. is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party, or
 - d. is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.
- ii. Obligations of Non-Disclosure and Non-Use -Except as required by law or court order, neither Party shall use the Confidential Information disclosed to it by the other Party for any purpose other than the performance of the Services or disclose the Confidential Information to any third party.
- iii. Parties may disclose the Confidential Information only to those of employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. Parties shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Parties shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- iv. Return of Confidential Information - Upon the termination or expiration of this Agreement for any reason, or upon disclosing Party's request, receiving Party will deliver to the disclosing Party all Confidential Information in tangible form that receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.
- v. Either Party, its Director(s), partners, employees, associates, Institutes, advisors, as the case may be, who are privy to the transaction under this Agreement, shall maintain the confidentiality of all the information received by them or to which they get exposed to during the transaction and shall not use any such information for personal gain, and/or disseminate the above including dealing in Buyer's listed securities, directly or indirectly, to any person whatsoever.



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9. TERMINATION

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Institute terminates this Agreement, Institute shall, in accordance with the terms and conditions hereof, nevertheless complete the assignments for the Company which Institute began prior to the date of notice of termination hereunder.

10. EFFECTS OF TERMINATION

Upon termination of this Agreement for any reason, Institute shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, till such date of termination of the Agreement.

11. RELATIONSHIP OF THE PARTIES

The Parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Institute acknowledges and agrees that the Company will not provide any personnel of the Institute with any employee benefits, including without limitation any employee stock purchase plan, medical etc. In addition, the Parties acknowledge that neither Party has, or shall be deemed to have, the authority to bind the other Party.

12. NOTICE

Any notice or other communication by one Party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested) addressed as follows:

If to Institute:

If to the Company: QRG Towers, 2D, Sector 126, Expressway, Noida 201304.

13. INJUNCTIVE RELIEF

The Institute acknowledges that a violation of Article 6 or 7 would cause irreparable harm to the Company for which money damages would be inadequate. Therefore, in case of any breach of its obligations under the said clauses, the Company will be entitled to injunctive relief without proof of actual damages. Such remedy shall be in addition to all other remedies available to the Company at law or in equity.

14. DISPUTE RESOLUTION

Any dispute or issue arising out of or from this Agreement shall be subject to arbitration under Arbitration & Conciliation Act, 1996. The arbitration will be presided by a sole arbitrator to be appointed by the Parties jointly. The place of arbitration will be Delhi and arbitration will be conducted in English.



15. ASSIGNMENT

The Parties expressly agree that neither Party may assign this Agreement without the written consent of the other.

16. SURVIVAL

The following provision of this Agreement shall survive the termination of this Agreement: Clauses 5, 6, 7, 9, 14 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

For Havells India Ltd.



Dr. MUKUL SAXENA
Executive VP & CTO
Centre for Research & Innovation

Witnesses:

1.



For ABES Engineering College



SACHIN KUMAR GOEL
V.P.

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Annexure-1

1. Scope of work

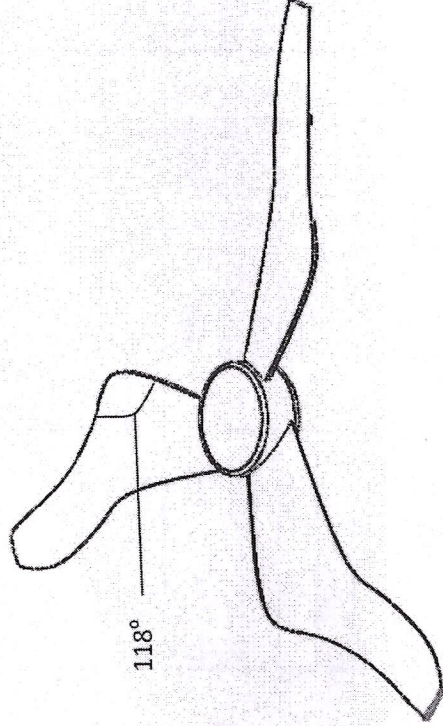
The Institute shall provide share complete details of Aerofoil fan blade design with the COMPANY so that the Company can undertake further work on product design. The Institute shall ensure that all technical details are shared with the Company and if any support is required by the Company in terms of understanding the design, the Institute shall provide such support to the Company. The Institute has already filed below patent application for the Aerofoil fan blade design:

CBR Detail:

Sr. No.	Ref. No./Application No.	App. Number	Amount Paid	CBR No.	Form Name	Remarks
1	E-4672597/2019/DEL	3050/DEL/2010	8000	8196	ON PETITION NOT OTHERWISE PROVIDED FOR	
2	201911010265	TEMP/E-1/10903/2019-DEL	8000	8196	FORM 1	AN AEROFOIL FAN BLADE AND FANS WITH AEROFOIL BLADES

Patent Abstract:

The invention relates to a blade for a domestic axial fan, said blade comprising: a root end connectable to a fan hub; a tip end opposite to the root end; and a blade region joining the root end and the tip end, the blade region including a leading edge and a trailing edge; each of the root end, the tip end and the blade region being comprised of an aerofoil shape; the leading edge including a convex curvature profile, and a concave curvature profile arranged in a sequential manner starting from said root end.



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2. Timelines

It is agreed by the Parties that the Company will within 12 months from the date of this Agreement, decide whether the Aerofoil fan blade design as developed by the Company on the basis of the Aerofoil fan blade design can be commercialized by the Company. In case the Company cannot finalize the commercialization in this 12 months period and communicates the Institute, the Institute will be free to pursue the commercialization of design with another company of its choice and terms and conditions of the Design agreement (of which this annexure is a part) and this Annexure itself will cease to apply.

3. Commercial

Part 1 : Project Costs

The Institute shall raise P4 pro forma invoice for onetime non-refundable advance on the Company on signing of this Agreement. The company will then raise a PO and institute will raise an actual invoice against this PO. The Company shall release the below amounts against the Invoice. The realization of the amount will bring the Agreement into effect::

Cost incurred on fan blade design project			
S.no	Description of work	No. of hours	Amount(INR) (@Rs.500perHour)
1	From Problem Statement to Lit. Survey	124	62000
2	Cad Modelling	36	18000
3	Simulation run	96	48000
4	Practical Experimentation	28	14000
5	Analysis of the Data	8	4000
	Total Man hours	292	146000
S.no	Material Details	Amount(INR)	
1	3D print of 4 small fans (124 grams)	2480	
2	170 mm Base Fan (90.7 grams)	1814	
3	170 mm Falcon fan (100 grams)	2000	
4	DC motor	2100	
5	Battery	1900	
6	Testing Chamber manufacturing	1500	
	Total Material Cost	11794	
	Total Cost incurred	157794	

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Part 2: Commercialisation potential sharing:

- i. The decision to commercialise the product (fan) is solely the decision of the COMPANY and on taking the decision for commercial production, the Institute shall execute the assignment deed assigning the above mentioned patent application in favour of the Company. Upon execution of the assignment deed, the Company will make a onetime payment to ABESEC amounting to Rs. 7,50,000/- in a single transaction which will be the entire consideration for the assignment of the patent application. **The realization of this payment will bring the assignment deed into effect.** The event of decision for commercial production is the time when company will accept the prototype design for manufacturing and not when the commercial production will actually begin. Company will keep sharing the project journey from patent design to commercial design and decision for commercial production event on a regular basis, the period of consideration could be decided mutually.
- ii. Institute shall raise the invoice once Company communicates its decision on going ahead with commercial production. Payment shall be made within 7 days of receipts of invoice. If the invoice(s) is more than 15 days overdue for payment, then without prejudice to Institute's other rights or remedies, the Company shall be liable to pay interest on the overdue amount at rate of 2% per month, which interest shall accrue on a daily basis from the date payment becomes overdue until Institute has received payment of the overdue amount together with all interest that has accrued.
- iii. Applicable GST and other taxes will be extra.
- iv. The product development and commercialization aspects of project will be done at the COMPANY's end, as that part of project is beyond our institutional capabilities.
- v. The Company, if it requires, can ask the Institute for limited support on CFD analysis of the full-scale-fan design that has been designed and finalized at Company's end and this will be done on additional cost beyond the commercials discussed in this agreement. The additional cost will be decided based on nature of work that will be given to institute for CFD analysis.
- vi. Statutory Details (ABES Engineering College):

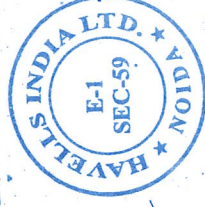
GSTNo. : 09AACTS0015K2ZK
Address : ABES Engineering College, Campus 1, 19th KM Stone, NH 24, Ghaziabad -201 001, U.P.
Pan : AACTS0015K
TIN : N/A

Bank Details:

AccountNo 0674009300045914
IFSCCode PUNB0067400
BankName Punjab NationalBank
BankAddress Navyug Market Ghaziabad 201001
MICRCode 110024102

Statutory Details (Havells India Limited):

GSTNo. : 09AAACH0351E1Z3
Address : E1, Sector 59, Gautam Budh Nagar – 201307, Noida Telephone: 01204077600
Pan : AAACH0351E
CIN : L31900DL1983PLC016304



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