



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made effective as of 29th Day of March 2025 between **Nordische Energy Systems Private Limited**, a company incorporated under the Indian Companies Act, 2013, having its registered office at **91 Springboard, No. 45/3, 1st Floor, Residency Road, Gopala Krishna Road, Bangalore, Karnataka, India** (the "**Company**"), and **Technocrats Institute of Technology (Excellence), an Autonomous Institution affiliated to Rajiv Gandhi Prodyogiki University (RGPV) Bhopal having its premises at Bhopal** (the "**Counterparty**"). This Agreement sets forth the terms and conditions relating to the exchange of proprietary and confidential information.

WHEREAS, the Parties are interested in exploring and pursuing potential business opportunities together (the "**Purpose**"); and

WHEREAS, in furtherance of the Purpose, each Party (the "**Disclosing Party**") may disclose to the other (the "**Receiving Party**") certain confidential, proprietary, non-public information relating to the products, processes, business and/or customers of the Disclosing Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Parties hereby agree as follows:

1. **Definition.** As used in this Agreement, the term "**Confidential Information**" shall mean any and all proprietary, nonpublic information (in oral, written, visual, electronic or physical form), whether disclosed prior to or after the Effective Date, that Disclosing Party (or any authorized third party) with Disclosing Party's authorization) discloses in any manner to Receiving Party, or that is otherwise learned by Receiving Party in the course of its discussions or dealings with, or its physical or electronic access to the premises of Disclosing Party, including, without limitation, the following: (i) business information (such as financial information, marketing plans, business strategies, business plans, pricing, and forecasts), (ii) product offerings and technical information (such as ideas, designs, data, concepts, know-how, drawings, specifications, artwork, photographs, materials, diagrams, models, prototypes, software, systems, technological developments, processes, procedures, methodologies, protocols, techniques, inventions, developmental materials, discoveries, research, studies, technical expertise, works of authorship and other nonpublic materials), (iii) information relating to Disclosing Party's employees, customers, vendors and contractors; and (iv) any and all non-public information relating to Disclosing Party's patents, patent applications, rights to inventions for which patents may be filed, copyrights (including registrations and applications therefor), Trade Secrets, logos,

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CIN: U40106KA2022PTC158401

service marks, trademarks, trade names, trade dress, trademark applications, domain names, moral rights and any or all other proprietary and intellectual property rights throughout the world (collectively, "**Intellectual Property Rights**").

2. Obligations of Confidentiality. Receiving Party agrees to hold Disclosing Party's Confidential Information in the strictest confidence, and not to divulge the Confidential Information of Disclosing Party to any third party, other than to Receiving Party's employees, subcontractors or other agents ("**Representatives**") who (i) have a need to know the Confidential Information in furtherance of the Purpose; and (ii) with respect to third parties, are subject to written obligations of confidentiality that are no less protective than those set forth herein. Receiving Party agrees to take reasonable precautions, which are no less protective than those Receiving Party takes to protect its own most Confidential Information, to prevent Disclosing Party's Confidential Information from being disclosed to third parties or discovered, used or copied by third parties. Receiving Party further agrees that it will not, and will cause its Representatives not to: (i) use the Disclosing Party's Confidential Information for the benefit of itself or any third party or for any purpose other than in furtherance of the Purpose; (ii) sell, lease, license, encumber or otherwise transfer Disclosing Party's Confidential Information; (iii) copy, modify, reverse engineer, disassemble or attempt to derive the composition or underlying information of Disclosing Party's Confidential Information; (iv) modify, alter, or create derivative works of Disclosing Party's Confidential Information; (v) use the Confidential Information of Disclosing Party to unfairly compete or obtain an unfair advantage against Disclosing Party; or (vi) file, attempt to file or otherwise assert any Intellectual Property Rights with respect to the Disclosing Party's Confidential Information.

3. Ownership. The Parties acknowledge and agree that both the Parties are the owners of any and all the Intellectual Property Rights embodied in or derived from any of the foregoing.

4. Disclaimer. Except as Disclosing Party may otherwise agree in writing, no warranties of any kind, whether express or implied, are given by Disclosing Party with respect to the Confidential Information or any use thereof, and the Confidential Information is provided on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis. Disclosing Party expressly disclaims any and all such warranties, including, without limitation, any warranty of non-infringement, implied warranties of merchantability and fitness for a particular purpose, as well as any warranties arising out of course of performance, course of dealing or usage of trade.

5. Exclusions. Nothing in the foregoing shall be construed to prevent Receiving Party from disclosing or using any information that: (i) is known by





Receiving Party at or prior to the Effective Date, as is evidenced by contemporaneous written evidence; (ii) is developed independently of the Disclosing Party's Confidential Information without use of or reference to the Confidential Information of the Disclosing Party; or (iii) is in the public domain or enters into the public domain through no improper act of Receiving Party or its Representatives.

6. No Further Assurances. Neither Party will be obligated to enter into any further agreement relating to any business transaction between the Parties. In addition, nothing in this Agreement shall be construed as establishing any joint venture or other business relationship, as granting to Receiving Party any license or any other Intellectual Property Right, or as representing any commitment by either Party to enter into any license or other agreement by implication or otherwise. Each party warrants that it has no conflict of interest which would disqualify it from participating as proposed in the Purpose and that no other agreement would cause this Agreement not to be binding upon it.

7. Return of Information. Upon written request of Disclosing Party or upon termination of this Agreement, Receiving Party will return to Disclosing Party (or certify in writing that it has permanently destroyed or erased) all of Disclosing Party's Confidential Information (including, without limitation, all copies, summaries, notes and excerpts made by Receiving Party based on or referencing such Confidential Information) in its possession or under its control. Notwithstanding the return or destruction of Confidential Information, each Party and its Representatives will continue to be bound by its obligations under this Agreement.

8. Trading Restrictions. Each Party acknowledges that it is aware that applicable securities laws prohibit any person in receipt of material non-public information about the other Party from purchasing or selling securities of the other Party or its parent company, or subject to certain limited exceptions, from communicating such information to any other person. Each Party agrees that it and its Representatives shall not use any Confidential Information in violation of applicable securities laws. The Parties acknowledge that the parties' Confidential Information may include material non-public information.

9. Term and Survival. This Agreement shall remain in effect for five (5) years after the Effective Date, unless earlier terminated by written notice given by either Party to the other. Notwithstanding any termination or expiration of this Agreement, Receiving Party's confidentiality obligations hereunder shall survive for a period of five (5) years from the effective date of termination, except with respect to Trade Secrets, in which case the Parties' confidentiality obligations shall survive indefinitely. For purposes of this Agreement, the term



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“Trade Secrets” means Confidential Information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of stringent efforts to maintain its secrecy.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter, and all prior or contemporaneous understandings or agreements, whether written or oral, between the Parties with respect to such subject matter are hereby superseded in their entirety. No agreement, understanding or promise subsequent to the date hereof relating to the subject matter of this Agreement, the Confidential Information or otherwise between or by one of the Parties hereto shall be binding upon either Party unless it is in a writing executed by both Parties, and neither Party shall be reasonable in relying on oral statements made by the other which are not contained in such a written agreement.

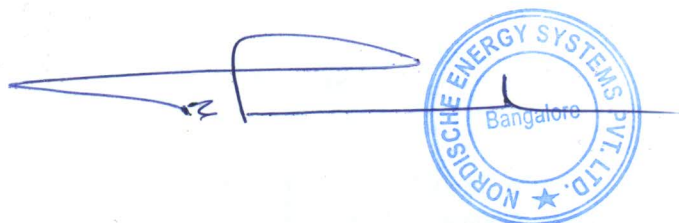
11. Amendment; Waiver. This Agreement may not be modified, amended or waived in any manner except by an instrument in writing signed by both of the Parties that specifically references this Agreement. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement.

12. Assignment. Neither Party may assign, transfer or convey, in whole or in part, any of its rights, obligations or duties under this Agreement, without first obtaining the prior written consent of the other Party, which in the event of a change of control (whether by sale of its assets or stock or pursuant to a merger or other transaction), (i) the written consent of the other Party will not be unreasonably withheld; and (ii) the entity acquiring the assigning Party will automatically be subject to and obligated to comply with all the terms and conditions of this Agreement.

13. Counterparts. This Agreement may be executed in several counterparts, including signatures exchanged by facsimile, electronically, manually, or email, all of which when taken together shall constitute one single Agreement between the Parties.

14. Notices. Any notice, report or communication relating to this Agreement shall be sent to the addresses of the Parties set forth in the first paragraph of this Agreement. A communication shall, unless otherwise specified by law or rules of court or other governmental body, be considered properly transmitted on the date of (a) personal delivery; or (b) upon electronic delivery.

15. Remedies. The Parties acknowledge that due to the unique nature of the





Confidential Information, the unauthorized disclosure or use of the Confidential Information of Disclosing Party may cause irreparable harm and significant injury to the Disclosing Party for which monetary damages would be inadequate and difficult to ascertain.

16. Disputes. All disputes, claims or controversies arising out of or in any way relating to this Agreement ("**Disputes**") shall be governed by, construed under, and enforced in accordance with the laws of India, without regard to conflict of laws principles. All Disputes shall be resolved by negotiation. If this Agreement is translated into another language, the English version of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

Counter Party:

**Technocrats Institute Technology
(Excellence) Bhopal**

Signature: _____

Director
Technocrats Institute of Technology

Name: _____

(Excellence) Dr. Sanjay K. Sharma
Anand Nagar, Bhopal

Designation: _____

Director

Date: 29/03/2025

Company:

Nordische Energy Systems Pvt. Ltd

Signature: _____

Name: Mr. Neelakanta R. Gowda

Designation: Chief Operating Officer

Date: 29/03/2025

