



महाराष्ट्र MAHARASHTRA 17 JUL 2023 2023 मु.शु.खकम-9001

BZ 082928

रक्ताचा प्रकार-
दरस कोणी करणार आहेत का? होय/ नाही.
किंवा कोणीचे वर्णन-
मुद्रांक विभाग घेण्याचे नांव-
पत्ता-
मुद्रांक पत्रकाराचे नांव-
कोणीचे नांव व पत्ता-
मुद्रांक विभाग घेणाऱ्याची सही

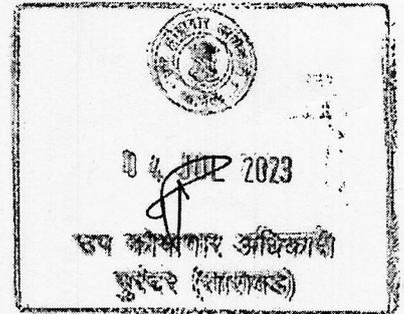
कर्मचारी

वसंतदादा शंकर वासंतीकर

महाराष्ट्र

पत्रक रचणारे

व्ही. वाय. लिमिटेड (P)
परदावार क्र. 2210004
तहसिल अहमदनगर, सासवड, पुणे.



खरेदी केलेल्या कारणासाठीच मु. खरेदी केलेल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the Effective Date

BETWEEN

De Smet S.A. Engineers & Contractors, with registered offices located at 11, rue Granbonpré, B-1435 Mont-Saint-Guibert, Belgium acting on its own behalf and as agent on behalf of each of its Affiliates ("DSEC");

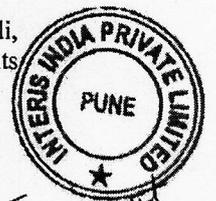
Principal

Vasantdada Sugar Institute

Manjari (Bk.), Tal. Haveli, Dist. Pune - 412 307

and

VASANTADA SUGAR INSTITUTE, with registered offices located at Manjari (Bk.), Tal. Haveli, Dist. Pune, Maharashtra, Pin: 412307 acting on its own behalf and as agent on behalf of each of its Affiliates ("VSI" or "Recipient").



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WHEREAS

- (A) The Parties are interested to enter into discussions and possible trials relating to the Purpose (as defined below).
- (B) DSEC possesses Information (as defined below) which is regarded by it as a valuable commercial asset.
- (C) Discloser is willing to disclose certain Information to VSI as Recipient on the condition that the Recipient does not disclose such Information to any third party nor use it except as set out in this Agreement.

IT IS AGREED by the Parties as follows:

1. In this Agreement the following terms shall have the meanings given to them below:

- "Affiliate"** means, in relation to a company or other entity which as of the Effective Date, controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" shall mean possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise; It is hereby specified that DSEC's Affiliates include in particular INTERIS S.A.S, having its registered office at Les Mesneux, France and INTERIS INDIA LTD, having its registered offices located at Pune, India.
- "Copy"** means any way of representing or recording information which contains, reflects or is derived from Disclosed Information;
- "Discloser"** DSEC and/or any of its Affiliates, including in particular INTERIS SAS and INTERIS INDIA LTD;
- "Disclosed Information"** means Information disclosed to the Recipient or its Representatives whether, directly or indirectly as well as the existence and subject matter of the Purpose and the terms of this Agreement;
- "Disclosure Period"** the period ending two (2) years after the Effective Date;
- "Effective Date"** means the date of the last signature to this Agreement;
- "Information"** means information, samples, technical knowledge, technical drawings, specifications, know-how, experience and data of a secret and confidential nature relating, among other things, to DSEC or its Affiliates' present and future product range, manufacturing

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Rajendra Jayant

operations and commercial activities; Information also includes any results, reports and documents developed by the Recipient based on or deriving from the Disclosed Information, to the exclusion of Recipient's background knowledge.

"Party" means a party to this Agreement

"Purpose" Means the performance by Recipient of bibliographic search, lab tests and trials as well as the drafting and delivery of related test report in respect with long term storage of properly conditioned cane syrup.

"Recipient" means VSI

"Representatives" means the directors and employees of the Recipient;

2. In consideration of the Discloser disclosing or otherwise providing Disclosed Information to the Recipient, the Recipient agrees:

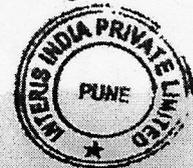
- (a) to treat the Disclosed Information as confidential and not disclose it to any third party save as expressly permitted in this Agreement;
- (b) not to use the Disclosed Information other than for the Purpose;
- (c) not to use, manufacture or sell any goods based on, or embodying, the Disclosed Information without the Discloser's prior written consent;
- (d) not to use, or refer to, any of the Disclosed Information in any patent application, nor to make any patent application in respect of any ideas or invention made or developed as a result of the receipt and/or review of the Discloser's Disclosed Information under this Agreement;
- (e) not to make any Copy of the Disclosed Information, except as required for the Purpose, without the Discloser's prior written consent; and
- (f) not to disclose the Disclosed Information directly or indirectly to any person designated under UK, EU and/or US sanctions, and/or any party controlled by such persons and shall not disclose or otherwise use the Disclosed Information in circumstances that would breach or cause Discloser or its Affiliates to breach UK, EU and/or US sanctions or export controls.

3. Disclosed Information and all Copies shall remain the property of the Discloser. At the request of the Discloser (which must be made in writing no later than three (3) months prior to the expiry of the Disclosure Period) all Disclosed Information and any Copies must either be returned to the Discloser if in a tangible form or destroyed (as the Discloser shall direct) within fourteen (14) days of such request. In the case of destruction, the Recipient shall provide to the Discloser written confirmation of such destruction. The obligation to return or destroy/delete Disclosed Information does not apply to routinely made backup copies existing in the Recipient's information systems nor to Disclosed Information that the Recipient is required to store under applicable law. Any such Copies will continue to be governed by the terms and conditions of this Agreement.

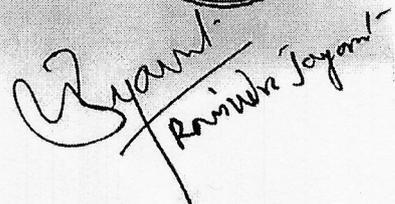
4. Without prejudice to clause 2, the Recipient shall apply the same standard of care in preventing

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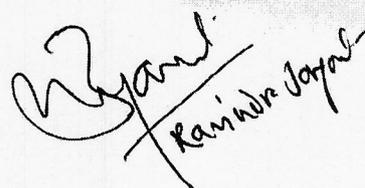
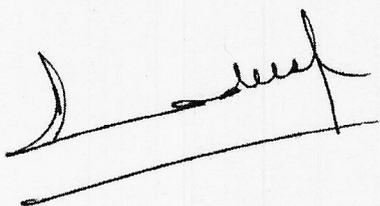



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unauthorised disclosure or use of the Discloser's Disclosed Information as it applies to its own confidential information provided that this shall not be less than a reasonable standard of care.

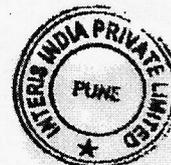
5. The above undertakings shall not apply to Disclosed Information in respect of which the Recipient can prove that:
- it is within the public domain (other than by reason of a breach of the terms of this Agreement);
 - it was in its possession at the time of disclosure to it by the Discloser and was not acquired directly or indirectly from the Discloser;
 - it was rightfully acquired from others who did not obtain it subject to any obligation of confidentiality;
6. Disclosed Information will not be deemed to be in the public domain merely because any part of such information is embodied in general disclosures or because individual features, components, or combinations thereof are now, or become known to the public. The fact that individual components of information are in the public domain does not relieve the Recipient of its obligations of confidentiality under this Agreement with regard to a compilation or integration of such components if the particular compilation or integration of such components is not in the public domain.
7. The Recipient (or as the case may be its Affiliates) may disclose Disclosed Information to the extent required by order of a court of competent jurisdiction or of any competent judicial, governmental or regulatory body or the rules of any stock exchange on which the shares of Recipient or any Affiliate of Recipient are listed or the laws or regulations of any country with jurisdiction over the affairs of Recipient or any Affiliate of the Recipient. In such circumstances:
- the Recipient shall (if and to the extent permitted by law) give the Discloser written notice in order to permit the Discloser to seek a protective or similar order with respect to such Disclosed Information; and
 - the Recipient shall be permitted to disclose the Disclosed Information to its professional advisers for the purposes of taking advice in respect of its obligations under such order.
8. The Recipient may disclose the Disclosed Information only to those of its Representatives whose knowledge of it is necessary for the Purpose and then only to the extent that each such Representative needs such Disclosed Information. Prior to disclosure to any of its Representatives, the Recipient must first ensure that each such Representative is bound by obligations of confidentiality at least equivalent to those contained in this Agreement. The Recipient is responsible for any unauthorised use or disclosure of Disclosed Information by its Representatives.
9. The Parties agree that, to the extent strictly necessary for the Purpose, the Recipient may disclose Disclosed Information to Permitted Third Parties provided that each such Permitted Third Parties are validated in writing in advance by the Discloser and are contractually bound by confidentiality obligations substantially similar to those of this Agreement prior to any such disclosure by the Recipient.
10. Disclosed Information may not be accurate or complete, no representation, warranty or condition, whether express or implied, is given by the Discloser in this respect and the Discloser is not liable to the Recipient or to anyone to whom the Recipient discloses the Disclosed Information if it is relied upon. Each of the Parties undertakes not to allege the existence and/or breach of any such representation, condition or warranty in any proceedings whether in contract, tort (including negligence) or otherwise.
11. Nothing in this Agreement is intended to operate to limit or exclude any liability where the

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- same cannot be limited by law including for fraud.
12. Nothing in, and no disclosure pursuant to, this Agreement shall be construed as, or operate to grant, any licence or option for a licence under any existing or future patent rights of a Party or its Affiliates, or any commitment by a Party or its Affiliates to enter any additional agreement. All intellectual property rights or know-how emanating from or related to the Disclosed Information belongs to the Discloser. Recipient has no right to develop intellectual property rights directly or indirectly based on or derived from the Disclosed Information nor to conduct any reverse engineering thereof.
 13. This Agreement shall apply to Disclosed Information acquired by the Recipient during the Disclosure Period. The Parties agree that this Agreement shall expire after a period of five (5) years from the expiry of the Disclosure Period.
 14. This Agreement is intended to be enforceable by DSEC and its Affiliates. Subject to the foregoing, no term of this Agreement is intended to be enforceable by any person who is not a party to the Agreement.
 15. Without prejudice to any other rights or remedies which the Discloser or its Affiliates may have, the Recipient acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the terms, conditions and provisions of this Agreement and the Discloser and/or its Affiliates shall be entitled to seek the remedies of injunction, specific performance and other equitable relief in any jurisdiction for any threatened or actual breach of any term, condition or provision of this Agreement by the Recipient.
 16. If any provision of this Agreement is or becomes invalid, this shall not affect the rest of the Agreement and the relevant provision shall be modified to the extent necessary to make it valid.
 17. An amendment to this Agreement shall only be valid if it is in writing and signed by each of the Parties.
 18. No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party or Parties.
 19. If this Agreement is translated, the English language text will prevail in the case of any conflict.
 20. This Agreement sets out the whole agreement and understanding between the Parties in relation to the Purpose and supersedes any arrangement, understanding or previous agreement between them relating to the same.
 21. Rights arising under this Agreement are cumulative and without prejudice to any rights otherwise provided by law.
 22. The failure by a Party or its Affiliate(s) at any time or for any period to enforce or exercise any term of this Agreement shall not constitute a waiver of such term and shall not affect the right later to enforce such term or any other term.
 23. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and together will constitute one and the same Agreement. Scanned or digital signatures of any Party to this Agreement will be deemed to be original signatures. The Parties recognize the use of simple electronic signatures (such as DocuSign) as legally valid and binding for entering into agreements, unless applicable law mandates another form of execution.
 24. This Agreement and all disputes and claims arising out of its subject matter shall be governed by and construed in accordance with the laws of England. Any dispute between the Parties arising out of or in connection with this Agreement shall be settled through negotiations between the Parties. If such negotiations do not result in a final and binding settlement within four weeks from their commencement, then the dispute shall be referred to and finally determined by arbitration in accordance with the ICC Arbitration Rules. The place of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English.

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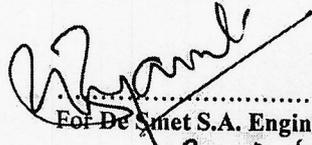


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 Ravindra Jyoti

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed

Signed:

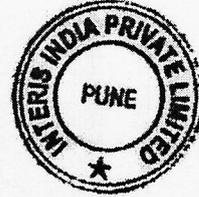


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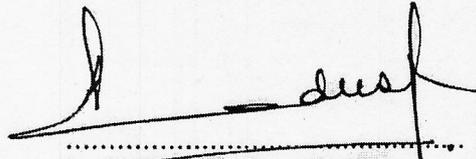
For De Smet S.A. Engineers & Contractors

Date:

17.07.2023



Signed:



For Vasantdada Sugar Institute

Name:

... Sambhaji Kadupatil

Date:

17.07.2023


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