



connection with the Purpose (defined below), subject to the terms and conditions of this Agreement. The Parties agree as follows:

**1. Definitions.**

**"Affiliate"** means any entity which, at any time, directly or indirectly, controls, is controlled by or is under common control with a Party, wherein control means the power to direct or cause the direction of the management and policies of a legal entity, whether through ownership of voting interests, by contract or otherwise.

**"Confidential Information"** means any confidential business or technical information, including but not limited to technical information, know-how, data, protocols, research tools, raw materials and test documents, innovations, discoveries, know-how, ideas, designs, concepts, methodologies, or technologies, disclosed or made available to Recipient by Discloser and any intellectual property that will be created by the Company using any of these information so exchanged between the parties and or result of the study and or any research and trial, in connection with the Purpose that is disclosed: (a) in writing or in tangible form, or (b) orally or visually (including observations while at Discloser's facilities), or (c) in any manner and which should have been reasonably considered to be confidential at the time of disclosure given the nature and circumstances under which it was disclosed. Confidential Information includes the fact that the Parties are engaged in discussions concerning the Purpose. Confidential Information does not include any information which: (w) at the time of disclosure is in the public domain or thereafter enters the public domain without breach of this Agreement by Recipient, (x) is known by Recipient at the time of disclosure, as shown by prior written or electronic records, other than as a result of a prior confidential disclosure by Discloser or its Representatives (defined below), (y) is obtained from a third-party who is in lawful possession of same and does not thereby breach an obligation of confidentiality to Discloser regarding such information, or (z) is, as can be shown by competent written evidence, developed by or for Recipient without use of Confidential Information.

**"Discloser"** means the Party disclosing Confidential Information (directly or indirectly through its Representatives) to Recipient or Recipient's Representatives.

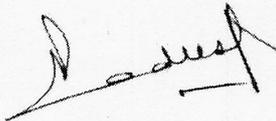
**"Disclosure Period"** means the one-year period beginning on the Effective Date.

**"Purpose"** means consideration/evaluation of certain areas of mutual interest in the field of biogas, Ethanol and Biorefineries with the usage of IFF's enzymes and analytical methods.

**"Recipient"** means the Party receiving Confidential Information (directly or indirectly through its Representatives) from Discloser or Discloser's Representatives.

**"Representatives"** means a Party's and its Affiliates': (a) officers, directors or employees and (b) attorneys, accountants or financial advisors, who are each legally obligated to keep, protect and use Confidential Information in a manner consistent with the terms hereof.

**"Trade Control Laws"** means all applicable laws and regulations relating to international trade control, including but not limited to those relating to import, transfer or export controls, trade restrictions, trade embargoes, economic sanctions, licenses/permits, the payment of duties, or anti-boycott that prohibit, limit, regulate or otherwise govern: (a) business activities with certain countries, individuals or entities, (b) the transfer of products, their end-use, technology or technical data across borders, or (c) the participation in or cooperation with international boycott.



*S. Amer*  
**Principal**  
**Vasantdada Sugar Institute**  
**Manjari (Bk.), Tal. Haveli,**  
**Dist. Pune - 412 307**

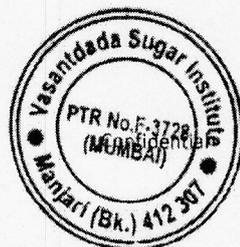
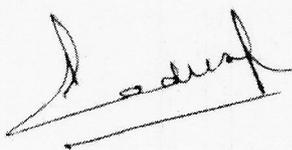
2. **Disclosure of Confidential Information; Affiliate Disclosures.** Discloser may, in its discretion, disclose Confidential Information to Recipient. Neither Party shall be obligated to disclose any Confidential Information to the other Party or the other Party's Representatives. Each Party may involve its Affiliates in the disclosures under this Agreement. For the Purpose, each Party and its involved Affiliates may disclose to each other, and to the other Party and its involved Affiliates, Confidential Information. Each Party accepts responsibility that its Affiliates will abide by this Agreement and agrees that it will abide by this Agreement with respect to Confidential Information received from the other Party's Affiliates. Recipient is liable for any unauthorized use or disclosure of Confidential Information by any of its Representatives.

3. **Confidentiality and Restricted-Use; Permitted and Legally Required Disclosures.** Recipient will receive all Confidential Information in strict confidence and will use the Confidential Information only in connection with the Purpose. Recipient will protect the Confidential Information against unauthorized disclosure to or use by third parties, using the same standard of care Recipient applies to protect its own confidential information but not less than a commercially reasonable standard of care. Recipient will not disclose the Confidential Information to any third-party other than: (a) its Representatives who require the Confidential Information to perform their work in connection with the Purpose; or (b) as required by applicable laws or regulations or an order by a court or other authority having competent jurisdiction; provided, however, except where prohibited by law or regulation, Recipient will give Discloser reasonable advance written notice of such required disclosure in order to allow Discloser an opportunity to oppose or limit the disclosure of the Confidential Information or otherwise secure confidential treatment of the Confidential Information required to be disclosed. Notwithstanding the foregoing, any Confidential Information disclosed as a result of such legal requirement is still considered Confidential Information under this Agreement.

4. **Destruction of Confidential Information.** Recipient will, within thirty (30) days after receipt of written notice from Discloser, destroy all Confidential Information in its or its Representatives' possession, and destroy that portion of all documents made by Recipient's Representatives containing or based upon Confidential Information; provided, however, Recipient may retain one copy of the Confidential Information solely to the extent necessary to ensure compliance with its obligations under this Agreement. If Discloser requests that the Confidential Information be destroyed, then such destruction shall be at Recipient's cost and upon request Recipient will provide a certificate of destruction within thirty (30) days after receipt of notice from Discloser requesting destruction of Confidential Information. Each Party acknowledges that electronically stored records created pursuant to automatic archiving or back-up procedures that are not readily accessible and capable of prompt deletion by individuals possessing Confidential Information will be deleted in accordance with the other Party's standard retention policies. Recipient's obligations under this Section 4 shall survive the expiration or termination of the Disclosure Period and of this Agreement.

5. **No Further Rights or Obligations; No Warranty.** Nothing in this Agreement grants any license or other rights to either Party under or acts as a waiver of any rights that either Party may have to prevent infringement or misappropriation of any intellectual property rights owned by or controlled by the other Party or its Affiliates. Nothing in this Agreement creates any obligation of a Party to enter into any other agreement with the other Party. Neither Discloser nor its Representatives make any warranty under this Agreement, express or implied, with respect to the Confidential Information.

6. **Disclosure Period.** This Agreement covers only Confidential Information disclosed during the Disclosure Period. A Party may terminate the Disclosure Period and cease disclosure of Confidential Information hereunder at any time upon ten (10) days' prior written notice to the other Party. The Disclosure Period may be extended by written agreement signed by the Parties.



*Sampat*  
Principal,  
Vasantdada Sugar Institute  
Manjar (Bk.) Tal. Haveli,  
Dist. Pune - 412 307

7. **Term of Obligations.** Recipient's obligations of confidentiality and restricted use with respect to Confidential Information begin on the Effective Date and expire five (5) years after the termination or expiration of the Disclosure Period; provided, however, notwithstanding the foregoing, any Confidential Information that is a trade secret under applicable law shall be protected from unauthorized disclosure and/or use for so long as same is a trade secret under applicable law.

8. **Remedies.** The Parties acknowledge that Discloser does not have an adequate remedy at law if Recipient breaches this Agreement. Discloser shall be entitled to seek injunctive and other equitable relief, in addition to any other remedy to which it may be entitled, for any breach or threatened breach of this Agreement.

9. **Governing Law.** This Agreement and any dispute between the Parties relating to this Agreement shall be governed by the laws of India without regard to any laws or rules that would require application of any other jurisdiction's laws. The parties agree that any dispute under this Agreement shall be submitted to the exclusive jurisdiction of the courts in New Delhi.

10. **Notices.** All notices shall be sent to the Party's address set forth above (with copy to the attention of such Party's Legal Department at the same address), or to the Party's contact as set forth in the table below (if any). A Party may change its notice address by giving written notice to the other Party in the manner provided for in this Section 10.

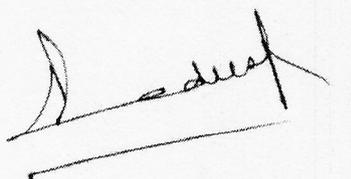
Company Contact Name: Shri Sambhaji Kadupatil Director General Vasantdada Sugar Institute E-mail - <a href="mailto:skadupatil@vsisugar.org.in">skadupatil@vsisugar.org.in</a> <a href="mailto:dgvsipune@gmail.com">dgvsipune@gmail.com</a> Phone - +91 20-26902-103/+91 20-26902-211	IFF Contact Name: Arunk Kumar Kuttalam Email: <a href="mailto:arun.kumar-2@iff.com">arun.kumar-2@iff.com</a> Phone: 07767808914
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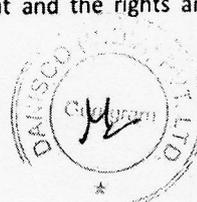
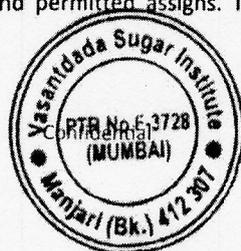
11. **Other Projects.** The Parties acknowledge that each has and will have under engagement or development, both internally and with third parties, various projects relating to the general subject matter of the discussions and disclosures contemplated by this Agreement. Nothing in this Agreement limits either Party's ability to continue or pursue such other engagements or developments independently and without use of the Confidential Information provided by the other Party.

12. **Compliance with Trade Control Laws.** Each Party shall at all times comply with Trade Control Laws applicable to it and/or its business in connection with this Agreement.

13. **Intellectual Property:** In the event any intellectual property is created by the Company based on the disclosure made by IFF pursuant to this Agreement and or pursuant to results of any research, trial and study done by the Company, the same shall be reviewed by the Party to determine the ownership of the resulting Intellectual Property.

14. **Miscellaneous.** This Agreement sets forth the entire agreement of the Parties with respect to Confidential Information. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, notwithstanding the foregoing, either Party may assign this Agreement to: (a) a current or future Affiliate, or (b) a party that acquires substantially all of the business to which this Agreement relates (whether by acquisition, merger, divestiture, consolidation, reorganization or otherwise), without the other Party's consent. This Agreement is binding upon and inures to the benefit of the Parties, their Representatives who receive the Confidential Information, and the Parties' successors and permitted assigns. This Agreement and the rights and remedies





*Zamox*  
**Principal**  
**Vasantdada Sugar Institute**  
**Manjari (Bk.), Tal. Haveli,**  
**Dist. Pune - 412 307**

hereunder are intended for the sole benefit of the Parties and their respective Affiliates, successors and permitted assigns. No third-party (other than such Affiliates, successors and permitted assigns) may enforce any provision of this Agreement. This Agreement can only be modified by a written agreement signed by the Parties. Failure of a Party to exercise any right under this Agreement will not be deemed a waiver thereof. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions will not be affected. This Agreement may be executed by the Parties in separate counterparts, which taken together shall constitute one agreement. Electronic signatures are effective as originals.

The Parties have caused this Agreement to be executed by their duly authorized representatives intending the same to be effective as of the Effective Date.

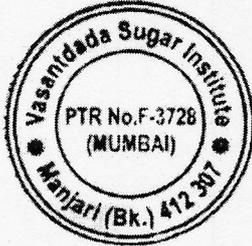
**For Vasantdada Sugar Institute**

Signature:



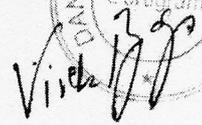
Name: Shri Sambhaji Kadupatil

Title: Director General



**For Danisco India Private Limited**

Signature:


Name: Vivek Tyagi

Title: Director

  
**Principal**

**Vasantdada Sugar Institute**  
Manjari (Bk.), Tal. Haveli,  
Dist. Pune - 412 307



Confidential