

**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This **Non-Circumvention & Non-Disclosure Agreement** is made between “**Sunkalp Energy**” (hereinafter referred to as the **First Party**) and Second Party viewing this agreement, together referred to as ‘**Parties**’.

**Whereas**, the ‘**First Party**’ with its office at **107, First Floor, Rectangle-1, D-4 District Centre, New Delhi-110017** and engaged in aggregating customer demand and facilitating an exchange between various stakeholders in the solar market, and is a company registered under the Companies Act, 1956.

**And whereas**, the ‘**Second Party**’ is engaged in closing the PPA project as a partner with Sunkalp Energy,

**And whereas**, both the Parties have engaged in a strategic tie-up for exploring opportunities in the field of providing Solar Solutions in North India and may further, if agreed mutually, shall enter into a contractual relationship for installation and erection of such Solar Solutions across the Northern Region of India.

**And whereas**, in the above mentioned tie-up both the Parties may introduce each other with various agencies, property, business investment opportunity, etc. (as listed in **Annexure-A**) incidental thereto, together termed as ‘**Opportunity**’.

Now both the Parties agree to the following mutual non-circumvention covenants:

1. The applicability of the covenants shall be restricted only to the region NCR, India.
2. That no **Party** to this agreement, either directly or indirectly, shall contact or initiate contact at any time for any purpose with any of the ‘**Opportunity**’, not restricted to but including those mentioned in **Annexure-A** or their officers, directors, partners/managing partners, employees, shareholders, consultants, attorneys, agents or other affiliates or their property or properties whose identity was revealed to it through the efforts of other **Party** to this agreement unless such approval is specifically granted in written form by the **Party** who has introduced the ‘**Opportunity**’.
3. Further, neither of the **Parties** to this agreement shall either directly or indirectly, undertake any transaction or a series of transactions of any kind with any of the ‘**Opportunity**’, not restricted to but including those mentioned in **Annexure-A** or their officers, directors, partners/managing partners, employees, shareholders, consultants, attorneys, agents or other affiliates without the written permission of the **Party** to this agreement who has introduced the ‘**Opportunity**’.
4. Further, both the **First and Second Party** agrees to preserve the secrecy of any information that may be shared by both the Parties to this agreement with each other and that all the information that is shared during the course of business shall be deemed to be a trade secrets which shall include, but not limited to prepared information packages, financials, related documents, name of potential acquisitions, intermediaries, dealers, contacts, deal sources, deal structures and

financial considerations. Each of the **Parties** to this agreement agree to preserve the secrecy and confidentiality of such information and shall not disclose the same to any third party without the written express permission of the other.

5. Both the **Parties** agree that the covenants of this agreement extend to the directors, employees, consultants, advisors, officers and other affiliates of their respective businesses and shall provide requisite internal security to the data within the organization.
6. Any alteration or amendment to this agreement can be made with the written express consent of all the **Parties** thereto by executing a **Supplementary Agreement** which shall be a continuation to this agreement to be signed by the **First** and the **Second Party**.
7. That in case of any dispute, the matter, if not resolved by mutual agreement or through arbitration shall be referred to the law courts of Delhi.