



महाराष्ट्र MAHARASHTRA

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CH 150690

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणाने या

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वार्षिक अर्धवार्षिक अर्धवार्षिक आदि

क्र. ९९६० दि. ११/३/२०२४ ५००/-

संख्या : Agreement

दस्त नोंदणी करणार आहेत का? - होय / नाही

मिळकतीचे वर्णन :

मुद्रांक विकत घेणाऱ्याचे नाव : Roots Innovation Labs

पत्ता : Put Ltd - Aundh pune-07

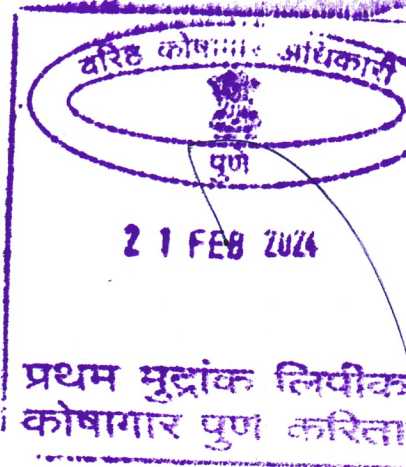
दुसऱ्या पक्षकाराचे नाव : SUN mobility Pvt Ltd.

हस्ते व्यक्तीचे नाव व पत्ता : Girga सराडे

CRS

सौ. पी. एम. भगत
परवाना २२०९९३८
३०९, नाना पेठ, पुणे

मुद्रांक विकत घेणाऱ्याची सही



Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter referred to as '**Agreement**') is made and entered into on this 4th March 2024 (hereinafter referred to as the '**Effective Date**')

BETWEEN

SUN Mobility Private Limited, a company incorporated under the laws of India and having its office at No. 25, Doddanekundi Industrial Area, Mahadevpura Post, Whitefield Main Road, Bangalore, Karnataka 560048, India and its Affiliates (hereinafter referred to as "**SUN Mobility**")

AND

Roots Innovation Labs Pvt. Ltd, a Company incorporated and registered under the companies act 1956 , having its registered office at A15, Amar Heights Aundh, CTS 2057 TO 2062, SNO 46B, Pune, Maharashtra 411003, India (hereinafter referred to as "**Roots Innovation**").

'SUN Mobility' and 'Roots Innovation' are hereinafter collectively and individually referred to as "Parties" and "Party" respectively.

WHEREAS:

- A. SUN Mobility is inter alia engaged in the business of designing, developing, owning and operating its proprietary energy infrastructure solution for electric mobility for a range of electric vehicles.
- B. Roots Innovation is engaged in the business of software as a service.
- C. The Discloser (as defined herein below) is desirous of disclosing to the Recipient (as defined herein below) certain Confidential Information (as defined herein below) to be used for the Purpose (as defined herein below), which shall be kept confidential. The Recipient understands and agrees that the unauthorised disclosure of such Confidential Information could create an irreparable hardship upon the Discloser unless its rights therein are protected in accordance with the terms and conditions set forth herein below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

Unless otherwise expressly stated, the terms defined below will have the meaning ascribed to them under this clause:

- 1.1. "**Affiliates**" shall mean any person or entity which a Party, directly or indirectly, controls, is in common control with, or is controlled by. "Control" means the direct or indirect ownership of fifty percent (50%) or more of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions.
- 1.2. "**Authorised Representatives**" of an entity shall mean the employees, consultants, agents, advisors or other authorised representatives under the general or specific authority of the concerned entity.
- 1.3. "**Confidential Information**" shall mean any information of the Discloser in relation to the Purpose, including without limitation, (i) information disclosed to the Recipient, directly or indirectly, in any form whether written or oral or visually by way of inspection of tangible objects (including the premises of the Discloser) or conveyed in any other manner or through any media, (ii) information designated as 'Confidential' or 'Proprietary' or any similar legend at the time of disclosure, (iii) information claimed in writing as 'Confidential', 'Proprietary' or any similar legend within thirty (30) days of being disclosed orally or visually (iv) products, services, materials, processes, systems, applications, techniques, testing methods, manufacturing methods, reports, tools, quality control methods, prototypes, samples, documents, data sheets, models, formulae, codes (object and

source), computer programmes, software, hardware, apparatus, drawings, recipes, ideas, formulations, roadmaps, strategies, prices, customer information, supplier information, employee information or other information which maybe technical, commercial, operational, business, research or developmental in nature, (v) patents, copyrights, trademarks, designs, trade secrets or any other form of intellectual property(whether registered or unregistered) including but not limited to all improvements, renewals or modifications (vi) the terms of this Agreement, and (vii) information which if disclosed would or would likely be prejudicial to the commercial or business interests of the Discloser.

1.4. “**Discloser**” means the Party disclosing Confidential Information to the other Party.

1.5. “**Recipient**” means the Party which receives Confidential Information from the Discloser.

2. Exceptions

Notwithstanding the above, the Recipient will not be liable with regard to any Confidential Information that the Recipient can prove (i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Recipient; or (ii) was already in its possession free of any such restriction prior to receipt from the Discloser; or (iii) was independently developed by the Recipient without referring to the Confidential Information; or (iv) has been approved for release or use (in either case without restriction) by written authorisation of the Discloser.

3. Purpose

The Parties intend to disclose Confidential Information under this Agreement to discuss and evaluate potential engagement between the Parties for the provision of end-to-end digitalization of SUN Mobility’s workflow and field operations (hereinafter referred to as “Purpose”).

4. Permitted Disclosure and Use

4.1 The Recipient will use the Confidential Information solely for the Purpose and will refrain from disclosing the Confidential Information to anyone except to its Authorised Representatives and bonafide investors who, (i) have a need to know such Confidential Information for accomplishing the Purpose, and (ii) who are bound by confidentiality obligations, by contract or otherwise, not less stringent than the obligations under this Agreement. The Recipient shall at all times be responsible and liable for the acts and omissions of its Authorised Representatives hereunder.

4.2 In the event the Recipient receives a summons or an order of a government authority or of a competent court requiring the disclosure of Confidential Information of the Discloser, the Recipient may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process. The Recipient will however, prior to such disclosure, give prompt written notice to the Discloser of such required disclosure to the extent permitted, and co-operate with the Discloser to limit the extent of such disclosure.

4.3 The Recipient will protect the Confidential Information in the same manner as it protects its own proprietary and confidential information of similar nature. The Recipient will not make copies or derivatives of the Confidential Information unless it is necessary for accomplishing the Purpose. The Recipient will promptly inform the Discloser in writing of any occurrence of unauthorised release or any other breach of confidentiality it is aware of.

5. Disclaimer

All Confidential Information under this Agreement is provided on an ‘AS IS’ basis. The Discloser makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and expressly disclaims any and all liability based on the use of Confidential Information by the Recipient or resulting from this Agreement. Recipient acknowledges and agrees that disclosure

of Confidential Information is not a representation that the Parties will enter into any type of business relationship.

6. Term and Non- disclosure Period

Irrespective of the date of execution, the term of this Agreement will be for two (2) years from the Effective Date (“Term”), unless terminated by either Party by giving a written notice of thirty (30) days. The confidentiality obligations will continue for a period of three (3) years from the date of expiration or early termination of the Agreement.

7. Return of Confidential Information

Upon the request of the Discloser, early termination or expiry of the Agreement, the Recipient undertakes to return promptly or destroy the Confidential Information within seven (7) days of such request, at the option of the Discloser and certified in writing by its Authorised Representative. The Recipient may retain one (1) copy of the Confidential Information for archival, audit or disaster recovery purposes, after informing the Discloser in writing and will continue to hold in confidence such retained Confidential Information, which obligation will survive any expiration or early termination of this Agreement.

8. No License Granted

Confidential Information shall always remain the property of the Discloser and nothing in this Agreement will be deemed to constitute the grant of any license or other right in, to or in respect of the Confidential Information, except as expressly set forth herein.

9. No Reverse Engineering

The Recipient will not directly or indirectly through any third party, aid, assist or supervise in the analysing, decompiling, reverse engineering, decrypting, deconstructing, extracting or reproducing the Confidential Information or any part thereof.

10. Remedies

The Recipient agrees that any breach of this Agreement will cause the Discloser substantial and irreparable injury and, therefore, in the event of any such breach, in addition to damages and other remedies which may be available, the Discloser will have the right to seek specific performance and other injunctive and equitable relief without the necessity of proving actual damage.

11. Governing law, Jurisdiction and Dispute Resolution

11.1 This Agreement will be governed by the laws of India and subject to Clause 11.2 the competent courts in Bangalore will have exclusive jurisdiction.

11.2 All disputes arising between the Parties relating to this Agreement, at the first instance, will be settled mutually by senior officers of both the Parties within thirty (30) days of such disputes being notified. Failing such negotiations, the said dispute shall be settled by arbitration by a sole arbitrator to be appointed under the mutual consent of both Parties in accordance with and subject to the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue for arbitration shall be at Bangalore and the arbitral proceedings shall be conducted in English language.

12. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

13. Notices

All notices required hereunder will be in writing, addressed and sent to the other Party by Registered Mail, Return Receipt Requested, or overnight courier, postage prepaid at the address above.

14. Non-solicit

The Recipient will not directly or indirectly solicit, recruit, or hire any Authorised Representatives of the Discloser either for itself or third parties for the Term and for a period of two (2) years subsequent to the early termination or expiration of this Agreement.

15. General

The Parties may not amend this Agreement except by way of written instrument signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. No provision of this Agreement may be waived, except pursuant to a written instrument executed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise.

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

Party	SUN Mobility Private Limited	Roots Innovation Labs Pvt. Ltd
Signature		
Name of Signatory	Anant Badjatya	Anil G Nair
Designation	CEO	CEO