

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 201\_\_

### **BY AND BETWEEN**

**Vedanta Ltd., Aluminium & Power**, a company incorporated under the provisions of Company Act, 1956 and having at 1<sup>st</sup> Floor, ‘C’ Wing, Unit 103, Corporate Avenue, Atul Projects, Chakala (“**the Company**” which the expression unless repugnant shall include its duly authorized representatives including, but not limited to its officers, employees, consultants and agents).

### **AND**

\* \_\_\_\_\_, a private limited company with its principal place of business at \* \_\_\_\_\_ (“**Recipient**” which the expression unless repugnant shall include its duly authorized representatives including, but not limited to its officers, employees, consultants and agents) acting through its authorized signatory \* \_\_\_\_\_

(The Company and Recipient are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”)

**WHEREAS** the Company owns, controls or holds the Confidential Information (as defined hereinafter) and the Recipient has requested that the Company disclose the Confidential Information to the Recipient for the Approved Purpose (as hereinafter defined).

**WHEREAS** the Parties have mutually recognized the need to protect such Confidential Information and to establish terms governing its use and protection and the Recipient has agreed to keep the Confidential Information confidential on the provisions of this Agreement.

**NOW THEREFORE** in consideration of the mutual promises and covenants and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

#### **1. Definitions:**

- 1.1 “**Approved Purpose**” means exploring possible opportunities in \_\_\_\_\_.
- 1.2 “**Confidential Information**” means (a) any and all information (whether in written form, oral, electronically or optically stored or otherwise) about the Company, including but not limited to, its assets, its Related Body Corporate, Finances that may come to the knowledge of Recipient as a result of the Parties’ discussions which is

- non-public, confidential or proprietary in nature to the Company or its Related Body Corporate, and (b) any and all technical and non-technical information including but not limited to customer lists, databases, trade secrets, copyrights, patents, designs and such Intellectual property and all private, proprietary information, notes, analyses, compilations, reports, techniques, drawings, know-how, processes, software programs, software source documents, systems and formulae, and includes, without limitation, information concerning financial information, as well as business forecasts, communication exchanged, and information, or other documents in tangible form which were developed based upon, or otherwise contain or reflect Confidential Information, whether prepared by the Company, Recipient or others and whether or not labeled as “confidential/proprietary” or not.
- 1.3 “**Person**” includes any corporation, company, partnership, governmental agency or body, entity, individual or group.
- 1.4 **Related Body Corporate/Affiliate** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, “control” means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and “controlled” shall be construed accordingly;.
2. Recipient expressly agrees that:
- 2.1 All Confidential Information acquired by Recipient from the Company under this Agreement will be and remain the exclusive property of the Company. The Confidential Information will be solely used for the Approved Purpose intended by the Parties, unless a different purpose is hereafter authorized in writing by the Company. The Confidential Information has commercial value and undertakes that it will not use any Confidential Information in any other manner that is contrary to the terms of this Agreement.
- 2.2 Recipient will not disseminate, divulge or in any way disclose, and will use its best efforts not to allow disclosure of any Confidential Information of the Company to any third party except to its employees and directors (“**Permitted Recipients**”) on a need-to-know basis for the Approved Purpose and who agree, in advance, to be bound by this Agreement. Recipient is responsible for the compliance by its Permitted Recipients of the terms and conditions of this Agreement or for any breach or threatened breach by any of its Permitted Recipients. The Confidential Information will not otherwise be made available or disclosed or any access granted to any other person without the prior written consent of the Company.
- 2.3 Recipient shall take all measures to protect the confidentiality of the Confidential Information and such measures shall be no less stringent than measures taken to protect its own Confidential Information.

- 2.4 The Company shall be promptly notified in writing in the case of any breach or threatened breach of the provisions of this Agreement by Recipient or Permitted Recipients. Recipient will cooperate fully with the Company in an effort to regain possession of Confidential Information and prevent its further unauthorized use or disclosure.
3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to, and Recipient shall not be liable for, information that (a) becomes publicly known (other than through disclosure by the Recipient or by a person to whom the Recipient disclosed the Confidential Information); (b) was within the public domain; (c) is developed by Recipient, independently of and without reference to the Confidential Information and the Recipient has evidence of such independent development or (d) is identified by the Company in writing as no longer proprietary or confidential.
4. The Recipient acknowledges that none of the Company, or its duly authorised representatives including but not limited to any of its officers, employees, consultants, advisers and contractors have made or makes any representation or warranty, express or implied, as to the accuracy, completeness or reliability of any Confidential Information; or is under any obligation to notify the Recipient, or provide further information, if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information. The Recipient acknowledges that it will make an independent assessment of the Confidential Information and that it will carry out, and rely solely on, its own investigation, enquiries and analyses; and verify all information on which it intends to rely to its own satisfaction.
5. The Recipient agrees not to reproduce or copy, by any means, Confidential Information without the Company's prior written permission. Upon demand by the Company at any time or upon termination of this Agreement, Recipient must, at the Company's discretion:
- (i) promptly return to the Company all Confidential Information;
  - (ii) destroy all tangible materials that disclose or embody Confidential Information;
  - (iii) destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for the Recipient and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium; and
  - (iv) if required by the Company, provide to the Company a statement from the Recipient or a duly authorised Representative of the Recipient that to that person's actual knowledge all copies of the Confidential Information have been delivered, deleted or destroyed.
6. In the event Recipient is required by law, regulation, or court order to disclose any of the Company's Confidential Information, Recipient will promptly notify the Company in writing prior to making any such disclosure in order to provide a reasonable opportunity for the Company to seek a protective order or an appropriate

remedy from the proper authority. Recipient agrees to cooperate with the Company in seeking such order or other remedy. In such an event, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed.

7. The Recipient agrees that the obligations hereunder shall remain in force for a period of 24 months post the completion of the Approved Purpose.
8. The Parties acknowledge that Confidential Information is unique and valuable, and breach thereof will result in irreparable injury to the Company for which monetary damages alone would not be an adequate remedy. Without prejudice to the above, in the event of a material breach of this Agreement, the Company shall be entitled to enforce the provisions of this Agreement by obtaining injunctions, specific performance (as appropriate), or other equitable relief as a remedy for any breach or threatened breach by the Recipient in addition to seeking monetary damages or pursuing any other remedy arising in terms of this Agreement, any other instrument contemplated by this Agreement, or at law or in equity. The Recipient agrees that the Company is not obliged to show or provide evidence of any actual damage sustained or to be sustained by it or its Related Body Corporate in order to obtain such injunctive relief.
9. The Recipient must indemnify the Company and keep the Company indemnified against all claims and all losses, costs, liability and expenses incurred by the Company in respect of any breach of this Agreement by the Recipient and any act or omission by a person to whom the Recipient disclosed the Confidential Information, which if done or omitted by the Recipient, would be a breach of this Agreement by the Recipient.
10. The Recipient also agrees that for a period of twelve (12) months after the date of this Agreement and/or for so long as this Agreement remains in effect, not to employ, offer employment to or solicit, in any manner whatsoever, any employees of the Company or its Affiliates or any member the Vedanta Group.
11. The Recipient's obligations under this Agreement shall be binding upon the Recipient, its Affiliates and its Representatives, as well as their respective heirs, successors and assigns for a period of five years (5) from the Effective Date or on the signing of a definitive agreement relating to the Proposed Transaction, whichever is later.
12. Except as required by applicable law or regulations, the Recipient shall not make any public statement, disclosure, announcement or revelation or disclose to any person without the prior written consent of the Company (which consent may be withheld at Disclosing Party's sole discretion), the existence, content, or nature of this Agreement or any information relating to the Approved Purpose.
13. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

14. Any dispute or difference whatsoever arising between the Parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be settled amicably.
15. If the parties fail to resolve the dispute amicably within a period of 21 days, then the same shall be referred to and finally settled by arbitration under (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time) by a sole Arbitrator to be appointed by the Company. The place and seat of arbitration shall be Jharsuguda (India) and the language of arbitration shall be English.
16. This Agreement: (a) constitutes the entire agreement between the Parties concerning the subject matter hereof; (b) may not be amended or modified except by a written instrument signed by authorized representatives of both Parties; (c) shall be binding upon and inure to the benefit of each Party's respective successors and assigns provided, however, that neither Party may assign, whether by operation of law or otherwise, in whole or in part without the prior written consent of the other Party; and (d) shall be governed by and construed in accordance with the laws applicable throughout the Territory of India. The Parties agree that the courts located in Jharsuguda, Odisha shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.
17. If any provision of this Agreement is found to be unenforceable, it shall not operate as a waiver on the other provisions capable of being enforced. The unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
18. This Agreement is executed in two (2) counterparts and each counterpart shall be deemed to be an original, but both counterparts of which shall constitute the same instrument.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be duly authorized, executed and delivered by its duly authorized representative.

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\* \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WITNESS:**

1. \_\_\_\_\_

2. \_\_\_\_\_