

## Confidentiality Agreement

This Confidentiality Agreement (this "Agreement") is entered into as of the 19<sup>th</sup> day of October, 2020 (the "Effective Date") by and between Celgard LLC, a limited liability company organized under the laws of Delaware for itself and on behalf of its affiliates and InventusBioEnergy private Limited (IBE), a company organized under the laws of company act of India.

It is understood that the parties are interested in entering into a possible business relationship and, in that regard, will have discussions with and may provide valuable information including documents and other materials to each other which may be confidential.

In addition, either party may submit samples of confidential materials to the other party. Confidential samples include the sample materials and also include information or knowledge obtained by inspection or testing of the samples. With respect to samples and information relating to the subject set forth above, it is proposed that the submission of samples and disclosure of information be made according to the following terms and conditions:

1. "Confidential Information" shall mean all non-public information regardless of medium and all samples disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement. Confidential Information shall include but not be limited to technical, business and financial information, including without limitation pricing, terms, products, processes, equipment, specifications, and any data generated from tests performed by Recipient on samples provided by Discloser. Confidential Information shall also include the existence, terms and conditions of this Agreement and the identity, interest and participation of each party in the work or evaluation hereunder.
2. Recipient shall not use for commercial purposes, show or give such samples or products made from such samples, to any third party and the results of tests and experiments conducted on confidential samples shall not be disclosed to any third party without the prior written approval of the Discloser.
3. Recipient shall not (i) use Confidential Information of Discloser, except for the purpose of evaluating the desirability of entering into a business relationship with Discloser; (ii) disclose Confidential Information of Discloser to any third party; or (iii) reverse engineer or analyze for composition or structure any samples provided by Discloser hereunder. The obligations described in Paragraphs 2 and 3 shall not apply to any Confidential Information which:
  - (a) is or becomes known to the public through no fault of Recipient;


- (b) is known to Recipient prior to its receipt from Discloser or becomes known to Recipient by disclosure by a third party who has a lawful right to disclose the information;
  - (c) is independently developed by Recipient without use of Confidential Information from Discloser; or
  - (d) is disclosed by Recipient with the prior written consent of the Discloser.
4. In the event that Recipient is required by law or court order to reveal any Confidential Information, Recipient will provide notice to Discloser so that Discloser may seek to obtain a protective order and Recipient will use its best efforts to disclose only that portion of the Confidential Information as is necessary to meet the requirements of such law or court order.
  5. This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.
  6. This Agreement shall be governed by the laws of Delaware without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction. The parties agree that English shall be the governing language of this Agreement.
  7. Nothing in this Agreement shall be construed to grant any party any right or license to any patents or other intellectual property of either party.
  8. This Agreement is effective as of the Effective Date and shall expire five (5) years from such date unless earlier terminated by either party in writing. The obligations of Paragraphs 2 and 3 hereof shall survive the expiration or termination of this Agreement for a period of five (5) years. Upon the expiration or termination of this Agreement, Recipient shall return all samples provided by Discloser or portions thereof to Discloser and return to Discloser or destroy all other Confidential Information provided by Discloser.
  9. This Agreement sets forth the entire agreement of the parties relating to the subject matter hereof. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent it is held invalid and the remaining provisions shall remain in full force and effect.
  10. This Agreement may be signed in two or more counterparts, each of which shall constitute an original and all of which, taken together shall constitute one and the same instrument.

**[signature page follows.]**



IN WITNESS WHEREOF, the parties intending to be legally bound as of the Effective Date have caused this Agreement to be executed by their duly authorized representatives.

CELGARD LLC

By: 

Print Name: *Salvatore CARDILLO*

Title: *EMEA SALES DIRECTOR*

AGREED AND ACCEPTED:

Name of Company: Inventus BioEnergy Private Limited

On behalf of IBE

By: 

Print Name: Dr. S. Harinipriya

Title: CTO-Head of Operations

Address: 14, 3<sup>rd</sup> cross, saradambhal nagar, venbakkam, Chengalpattu, Tamilnadu, India - 603111.