

Suryavardhan **INTEGRATIONS**

AN ISO 9001-2008 CERTIFIED COMPANY

Mfg of Industrial and Domestic LED Lights, Transformers, Solar Inverters & Power Supplies

Office

3-188/2, Saradanagar,
Narsipatnam, Visakhapatnam dist
Andhra Pradesh-531116

CST/TIN no : 37180390812

Imports & exports code: 2615901346

This Non-Disclosure and Confidentiality Agreement executed on this 21 day of Sep 2016 by Avanthi Institute of Engineering & Technology, Makavarapalem, Narsipatnam, Visakhapatnam District hereinafter called as "AIETM", which expression shall include its successors and assigns.

In favour of

SURYAVARDHAN INTERGRATIONS, SARADA NAGAR, NARSIPATNAM, VISAKHAPATNAM, ANDRA PRADESH, INDIA, hereinafter called **SURYAVARDHAN INTERGRATIONS, VISAKHAPATNAM "**, which expression shall include its successors and permitted assigns.

Suryavardhan Integrations is a power electronics and solar energy innovation organization focusing on technologies for improving energy efficiency and conservation, thereby improving your quality of life.

Suryavardhan Integrations has ranges of products using Solar and Conventional energy and, in addition to lowering energy consumption. Also have aimed dispersing customers at mission critical sites like high availability data centers by improving reliability of lighting and other control systems in Switching Power Supplies, LED Drivers, Thyristor Controlled AC-DC Converters, Inverters and Charge Controllers.

AIETM is involved in academic and research activities, having its educational institute located in Makavarapalem, Narsipatnam.

AIETM is also interested in having exposure of various research activities to its faculty and students and AIETM has offered its services in terms of consultation, laboratory facilities and intellectual inputs. **SURYAVARDHAN INTERGRATIONS, VISAKHAPATNAM** has agreed to AIETM.

This Non-Disclosure and Confidentiality Agreement (NDCA) is in relation to the proposed interaction between AIETM and SURYAVARDHAN INTERGRATIONS, VISAKHAPATNAM from time to time in various areas to the benefit of both AIETM and SURYAVARDHAN INTERGRATIONS, VISAKHAPATNAM. This engagement shall hereinafter called as the "Interaction")

1. DEFINITIONS

"Agreement" means this agreement as amended from time to time;

"Business Day" means any day other than a Saturday, a Sunday or a day which is a public holiday in India;

"Confidential Information" means all information in relation to the Transaction in whatever form that is disclosed by SURYAVARDHAN INTERGRATIONS,VISAKHAPATNAM to AIETM or vice-versa and; shall include but not be limited to information disclosed orally or in writing or in any other form, tangible or intangible, and whether furnished prior to, on or after the date of this Agreement, that is described as or provided under circumstances that would reasonably indicate that it is confidential, proprietary or a trade secret, including, but not limited to, information relating to SURYAVARDHAN INTERGRATIONS,VISAKHAPATNAM's technology, intellectual property, financial or business plans, affairs, methodologies, financial statements or projections, internal management tools and systems, products and product development plans, released or unreleased hardware of software products, sales and marketing plans and materials, clients, contacts and contracts, all files, books, records, documents, specifications, schematics, employee suggestions, papers, drawings, models, sketches of any kind or description, including electronic data recorded or retrieved by any means now is existence or at any time hereinafter developed. Confidential Information shall also include documents prepared embodying Confidential Information received from the third party and made over to AIETM which is obligated to be treated as confidential.

"Governing Courts" means the courts of India;

- 6.7 Relief. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach by them or by their Recipients of this Agreement. Without prejudice to any other rights and remedies otherwise available each Party agrees not to oppose the granting of injunctive relief in favour of the other Party on the grounds of failure to prove actual damage.
- 6.8 No Implied Relationship. Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.
- 6.9 Counterparts. This Agreement may be executed in separate counterparts (and signature pages may be delivered by facsimile) all of which together evidence the same agreement.
- 6.10 Rights of Third Parties. A person who is not a party to this Agreement has no right to enforce any term of this Agreement.
- 6.11 Governing Law. This Agreement is governed by the Governing Law of India and each of the Parties submits to the non-exclusive jurisdiction of the Governing Courts at Hyderabad, India over any claim arising under or in connection with this Agreement.

Signed for and on behalf of AIETM :

Signature:

(Authorised Signatory 1)

Name:

Dr.C.P.V.M.J.Mohan rao
(Print Name)

Principal

**Avanathi Institute of Engg. & Technology
Tameram, Maktavarapalem Md.,
Vizakhapatnam District**

Signed for and on behalf of SURYAVARDHAN
INTERGRATIONS,VISAKHAPATNAM:

Signature:

(Authorised Signatory 1)

Name:

P. Seshu Kumar.
(Print Name)



SURYAVARDHAN INTERGRATIONS
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