

**Technology License agreement/ Agreement for Right to Use of Technology
(This is the sample format, Bidder shall be submit the agreement in
compliance with the QR)**

(As per clause 1.1.1 of QR stipulated at Item 4.0 of Bid Data Sheets of Bidding Document)

To
NTPC Limited

WHEREAS, M/s NTPC Limited (hereinafter called the Employer) invited Bids for Design & Set Up of 'Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per day capacity' at NTPC Ramagundam vide its Bidding Document No: CS-3100-702-9 (hereinafter called as 'Invitation for Bid')

WHEREAS M/s Hamtek Technologies India Pvt. Ltd. (Bidder/Contractor) is submitting its proposal in response to the Invitation for Bid.

AND WHEREAS vide clause 1.1.1 of QR mentioned under Item 4.0 of Bid Data Sheets of bidding documents, it has been specified that the Bidder, who meets the requirements at Clause 1.1.0(a) of Item 4.0 of Bid Data Sheets of bidding documents shall also has a valid agreement with technology licensor with an agency who meets the requirements of Clause 1.1.0(b) of Item 4.0 of Bid Data Sheets of bidding documents (hereinafter referred to as 'Technology Provider') in such case, the Bidder should submit an agreement executed by the Bidder and the agency complying with the requirements mentioned in 1.1.0(b) of QR.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

That in consideration of the Award of the Contract by the Employer to the Bidder/Contractor, we the Bidder/Contractor and the Technology Provider, do hereby declare and undertake the following:

1. We the Bidder/Contractor and Technology Provider shall be fully responsible to the Employer for the scope related to Technology Provider including execution and successful performance of the technology i.e. "CO2 capture plant" and all plant and equipment supplied by or through the Technology Provider or supplied incorporating the said technology for the complete package " Design & Set Up of 'Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per day capacity' at NTPC Ramagundam" (hereinafter called as ' the package'). The scope of technology provider is enclosed as Annexure-I# to this letter of undertaking.
2. The Technology Provider shall depute their technical experts from time to time to the Contractor's works / Employer's project site to facilitate the successful performance of the scope related to Technology Provider as stipulated in the aforesaid Contract and if necessary, the Technology Provider shall advise the Contractor for suitable modifications of design and implement necessary corrective measures to discharge the obligations under the scope related to technology provider.
3. Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the scope related to Technology Provider and fulfilment of all other contractual obligations as provided under the scope related to technology provider shall be the responsibility of the Contractor/Technology Provider as the case may be.

4. We, the Contractor, and the Technology Provider do hereby undertake and confirm that this Technology License agreement shall be valid at least three years from the date of Techno-commercial bid opening or till the end of defect liability period of the contract or the completion of O&M period, whichever is later.
In case of delay in completion of defect liability period/ O&M period, the validity of this Agreement shall be extended by such period of delay. We further agree that this Agreement shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
5. We, the Contractor, and the Technology Provider will be fully responsible for the quality of all equipment/main assemblies/components under the scope related to Technology Provider manufactured at our works or at our vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of the package mentioned above, awarded to the Bidder/Contractor and timely delivery thereof to meet the completion schedule under the contract.
6. Any dispute that may arise in connection with this Undertaking shall be settled as per "Settlement of Disputes" rules mentioned in the Contract Documents for package mentioned above awarded to the Bidder/Contractor. This Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
7. We, the Technology Provider, and the Contractor agree that this Undertaking shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till its validity.
8. That this Undertaking shall be operative from the date of issuance of Notification of Award to the bidder/contractor.

IN WITNESS WHEREOF, the Technology Provider and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

For Hamtek Technologies India Pvt. Ltd.	Witness:
 (Signature of the Authorized Representative)	1 
Name: P. C S Reddy	Signature Name & Address
Designation: Director	Y. Nagendra Babu – Manager (Engg.)
Common Seal of the Company	H.No.8-2-293/82/F/B-23, Road No.8, Film Nagar, Jubilee Hills, Hyderabad-500096, Telangana State, India.
	

For Technology Provider M/s Veolia Carbon Clean India Private Limited	Witness:
 (Signature of the Authorized Representative)	1
Name: Niraj Singh	 Signature Name & Address Amit Tawhare, Navi Mumbai, Maharashtra, India
Designation: General manager	
 Common Seal of the Company	

Scope of Technology Provider to be enclosed at Annexure-I to this Letter of Undertaking and to be jointly signed by the bidder and the Technology Provider

Important Instructions:

- (1) Power of Attorney duly Notarised of the Persons signing on behalf of Technology Provider and Bidder is to be furnished by the bidder along with Letter of Undertaking
- (2) Each page of Letter of Undertaking should be signed & stamped by Bidder & Technology Provider.

Annexure-I : Scope of Technology Provider to be enclosed

VCCIPL Scope of Works

1. Provide Process Design Package deliverables and Engineering Support as per the "Proposal" submitted by VCCIPL to the EPC.
2. Provide "Scope of Work for Commissioning & Performance Guarantee Test Support" i.e. Commissioning Support, Performance Test Support, Operational Data Assessment Report, O&M Manual. The terms of which shall be subsequently incorporated in detail in the Process License Agreement (sub-licensing of the technology upon EPC being awarded the Bid by the Client) subject to mutually agreed scope, timelines, and acceptance by EPC prior to bid submission.
3. Provide First fill & make up solvent as per Solvent Supply Agreement.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL98928354693895V
Certificate Issued Date : 01-May-2023 01:39 PM
Account Reference : IMPACC (IV)/ dl954403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL95440368610802370738V
Purchased by : VEOLIA CARBON CLEAN INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : VEOLIA CARBON CLEAN INDIA PVT LTD
Second Party : CARBON CLEAN SOLUTIONS LIMITED
Stamp Duty Paid By : VEOLIA CARBON CLEAN INDIA PVT LTD
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

IN DEL 98928354693895V

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

VEOLIA CARBON CLEAN INDIA PVT LTD VEOLIA CARBON CLEAN INDIA PVT LTD VEOLIA CARBON CLEAN INDIA PVT LTD VEOLIA CARBON CLEAN INDIA PVT LTD VEOLIA CARBON CLEAN INDIA PVT LTD

TECHNOLOGY LICENCE AGREEMENT

THIS TECHNOLOGY LICENSE AGREEMENT is made and entered into on this 13th day of June, 2023, by and between

CARBON CLEAN SOLUTIONS LIMITED, a company incorporated under the laws of England under company number 08116812 and having its registered office at 3 Valentine Place, London SE1 8QH, United Kingdom (hereinafter referred to as the "**LICENSOR**" which expression shall unless repugnant to the context thereof be deemed to mean and include its successors and permitted assigns);

AND

VEOLIA CARBON CLEAN INDIA PRIVATE LIMITED, a company registered and existing under the laws of India and having its registered office at A-15, 4th Floor, Pratap Nagar, Mayur Vihar Phase I, Delhi - 110091 (hereinafter referred to as the "**LICENSEE**", which expression shall, unless repugnant to the subject or context, be deemed to include its successors in title and permitted assigns) of the OTHER PART.

In this Agreement, Licensor and Licensee are individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Licensor is engaged in the business of selling patented technologies and equipment for CO₂ separation from flue and biogas and holds all rights, title and interest with respect to the ownership, use and licensing of CCSL CDRMax Technology.
- B. The Licensee has been set up as a joint venture company between the Licensor and Veolia India Private Limited pursuant to the joint venture agreement dated December 2020, amended pursuant to amendment agreement dated 1st December, 2021 ("**JV Agreement**") to carry on the business ("**Business**") of i) establishing, developing and executing projects in India ("**Project**") for capturing carbon di-oxide, producing compressed bio-gas and undertaking industrial sales therefrom by utilising CCSL Technologies on design, build and operate or build, operate and transfer basis and provide engineering procurement and construction and/or operations and maintenance services in respect thereof; ii) sub-licensing the right to use CCSL CDRMax Technology on a commercial basis to any third party for execution of projects in which the Licensee has no ownership interests.
- C. Pursuant to the terms of the JV Agreement, the Licensee is desirous of using and sub-licensing the CCSL CDRMax Technology and the Licensor has agreed to grant the Licensee an exclusive, irrevocable and non-transferable license to the CCSL CDRMax Technology for use, practice and sub-license in relation to the Business within the

Territory (as this term is defined in Clause 1.1 below) for the consideration and on terms and conditions hereinafter set forth.

- D. The Parties hereto have agreed to regulate the relationship between themselves with respect to the subject matter hereto on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSES AS UNDER:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, all capitalised terms unless defined herein shall have the meaning ascribed to such term in the JV Agreement and unless the context otherwise requires the following expressions shall have the following meanings:

“Agreement” shall mean this Technology License Agreement and including the Schedules hereto, as amended or modified from time to time.

“Basic Engineering Package” shall have the content defined in the Schedule 1.2, as amended or modified from time to time.

“CCSL CDRMax Technology” shall mean the proprietary process technology owned, developed and possessed by CCSL for capturing carbon dioxide from industrial gas streams which utilises CCSL's process technology (including the design) and proprietary advanced solvents, APBS-CDRMax and/or MethPure (for biogas applications), as a sorbent, and shall include to refer all Intellectual Property attached or related to such technology and any increments, add-ons, improvements or further developments to such technology from time to time;

“Claim” means any claim, counter-claim, notice, show cause notice, demand, dispute, action, cause of action, damages, proceedings (including any Litigation), liability, fine, penalty, reimbursement or expense, whether matured/ crystallised or not including, without limitation, all costs incurred or to be incurred in pursuing any of the foregoing or any Litigation and/or proceedings whether threatened or pending, relating to any of the foregoing.

“Confidential Information” means any information or particulars, whether or not marked as ‘CONFIDENTIAL’ or verbally specified as ‘CONFIDENTIAL’ which have commercial or other value in or to the Disclosing Party’s business, including, but not limited to, inventions, the CCSL CDRMax Technology, the Intellectual Property of the Licensor or of the Licensee, including copyrights, trademarks, patents and industrial designs (whether registered or unregistered) software and software development tools, trade secrets, processes, schedules, documentation, drawings, specifications, records, files, memoranda, reports, techniques, algorithms, routines, methodology, demonstration programs, know-how, designs, formulas, computer programs and

systems, data bases, computer code, schematics, forecasts, strategies, customer and product development plans, price lists, ideas, concepts, layouts, elevation layouts, diagrams, blue prints improvements, customer and supplier lists, and financial and technical information.

“Disclosing Party” shall mean a Party disclosing Confidential Information to the other Party in the course of execution of this Agreement.

“Execution Date” shall mean the date of this Agreement as mentioned at the start of the Agreement.

“Improvement” means all improvements, enhancements, adaptations, alterations, corrections, revisions, extensions, discoveries, inventions, upgrades or updates or modifications to or of the CCSL CDRMax Technology during the Term of this Agreement.

“JV Agreement” shall have the meaning ascribed to it in Recital B.

“Know-How” shall mean any and all information and materials, including but not limited to discoveries, information, processes, formulae, data, inventions, inventions disclosures, know-how and trade secrets that relate to the CCSL CDRMax Technology and to the Patent Rights, the Basic Engineering Package and any other data or information used or useful for the Business, that are owned and/or controlled by the Licensor during the Term.

“License” shall have the meaning ascribed to it in Clause 2.1.

“Licensor Indemnified Party” shall have the meaning ascribed to it in Clause 7.1.

“Licensee Indemnified Party” shall have the meaning ascribed to it in Clause 7.2.

“Litigation” means and includes proceedings relating to any and all Claims, suits, civil and criminal actions, notices, mediation or arbitral proceedings, investigations, enquiries or searches, whether threatened or pending before any court, tribunal, arbitrator or other government authority.

“Loss” or “Losses” shall have the meaning ascribed to it in Clause 7.1.

“Patent Rights” shall mean, in each case to the extent owned and/or controlled by the Licensor, the (a) the patents and patent applications listed in Schedule 1.1 (including the PCT and/or U.S. utility application claiming priority to such applications); (b) any patent or patent application that claims priority to and is a divisional, continuation, reissue, renewal, re-examination, substations and extensions of any patent application identified in (a); (c) any patents issuing on any patent application identified in (a) or (b), including any reissues, renewals, re-examinations, substitutions or extensions thereof; (d) any claim of a continuation-in-part application or patent (including any

reissues, renewals, re-examinations, substitutions or extensions thereof) that is entitled to the priority date of, and is directed specifically to subject matter described in at least one of the patents or patent applications identified in (a), (b) or (c); (e) any foreign counterpart of any patent or patent application identified in (a), (b) or (c) or of the claims identified in (d); and any patent term extensions and exclusivity periods and the like of any patent or patent application identified in (a) through (e).

“Product” shall have the meaning ascribed to it in Clause 2.5.3.

“Receiving Party” shall mean a Party receiving any Confidential Information from a Party in the course of execution of this Agreement.

“Trademarks” shall mean any and all trademarks and trademarks applications listed in Schedule 1.3.

“Term” shall have the meaning ascribed to it in Clause 11.1.

“Territory” shall mean the entire territory of India.

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1. References to schedules and clauses are references to Schedules and Clauses of this Agreement.
- 1.2.2. References to this Agreement includes reference to its Schedules and possible Schedules of the Schedules.
- 1.2.3. Words importing persons or parties shall include firms, corporations and any organization having legal capacity.
- 1.2.4. Words importing the singular shall include the plural and vice versa where the context so requires.
- 1.2.5. References to any law shall include such law as from time to time is enacted, amended, supplemented or re-enacted.
- 1.2.6. References to the words "include" or "including" shall be construed without limitation.
- 1.2.7. References to any document (including this Agreement) are references to that document as may be amended, consolidated, supplemented, novated or replaced from time to time.

- 1.2.8. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

2. GRANT OF LICENCE

- 2.1. On and from the Execution Date and for consideration of material performance of all Licensee's obligations hereunder, the Licensors hereby grants to the Licensee a royalty bearing, exclusive, non-transferable and irrevocable licence, with the right to sublicense in accordance with the terms of this Agreement ("License") to use and practice the CCSL CDRMax Technology, including the related Patent Rights, Know-How, the Basic Engineering Package and any other Intellectual Property rights, for any purpose in relation to the Business in the Territory and for the Term specified herein, including to develop, perform, have performed, promote and otherwise implement the Projects.
- 2.2. The Licensors agrees that, notwithstanding the provisions of Section 30A of the (Indian) Copyright Act, 1957 read with Section 19 (4), the License provided by the Licensors pursuant to the Clause 2.1 shall not lapse nor shall the rights licensed revert to the Licensors, even if the Licensee does not exercise the rights under the License within a period of one year from the date of such License.
- 2.3. As from the Execution Date and until the termination of the JV Agreement, the License granted according to Clause 2.1 shall be exclusive, meaning that, except as provided and agreed in Clause 2.4, the Licensors shall ensure that neither it nor any of its Affiliates, either individually or together with any Person, i) use and practice the CCSL CDRMax Technology, including the related Patent Rights, Know-How and any other Intellectual Property rights, for any purpose in the Territory for themselves; or ii) give or agree to give any license, right to use and practice, assign, grant or otherwise provide the CCSL CDRMax Technology, including the related Patent Rights, Know-How and any other Intellectual Property rights, for the use or benefit of any Person in the Territory.
- 2.4. Pursuant to the JV Agreement, it is agreed between the Parties that CCSL shall be permitted to license the use of CCSL CDRMax Technology in the Territory to its existing customers as set out in **Schedule 2** (*List of Existing CCSL Customers*), with whom CCSL has entered into binding definitive documents prior to the date of execution of the JV Agreement. CCSL agrees and undertakes to procure an undertaking from such existing customers acknowledging and undertaking that they will not make any Claim against the Licensee including without limitation alleging infringement of any Intellectual Property rights in relation to the CCSL CDRMax Technology as licensed to the Licensee pursuant to this Agreement.
- 2.5. Permitted Usage

Without prejudice to the above, the CCSL CDRMax Technology, including the related Patent Rights, Know-How and any other Intellectual Property rights, licensed under this Agreement may be used by the Licensee in connection with:

- 2.5.1. promoting, establishing, developing, performing or having performed, and otherwise implementing the Projects within the Territory;
- 2.5.2. sub-licensing the right to use the CCSL CDRMax Technology to third parties on a commercial basis for use of the CCSL CDRMax Technology in execution and implementation of projects in which the Licensee has no ownership interest;
- 2.5.3. after-sales services, marketing and distribution of the products manufactured/ developed by the Licensee using the CCSL CDRMax Technology (**"Products"**) within the Territory; and
- 2.5.4. economic exploitation of the CCSL CDRMax Technology, including the related Patent Rights, Know-How and any other Intellectual Property rights, for the Business in any other manner as may be mutually agreed between the Parties.

It is clarified that the rights referred above shall form a part of the 'License' granted under this Agreement.

- 2.6. The Licensee is not entitled to sub-license the CCSL CDRMax Technology under this Agreement, to any Person or Affiliate without the written consent of the Licensor, which consent shall not be unreasonably withheld, except for the use in relation to the Business as permitted under this Agreement, including for avoidance of doubt, as provided under Clause 2.5.2 above.
- 2.7. The Licensee shall not directly or indirectly:
 - 2.7.1. Use the CCSL CDRMax Technology for any purpose other than in relation to the Business as permitted in this Agreement;
 - 2.7.2. Assign, sell, mortgage, lease, sub-license or otherwise deal in any manner with the CCSL CDRMax Technology, whether wholly or in part, except as expressly mentioned in this Agreement.
- 2.8. Trademarks
 - 2.8.1. The Licensor hereby grants to Licensee, upon the terms and conditions hereinafter specified, non-exclusive, non-assignable, irrevocable and royalty free licence to use the Trademarks in relation to the Business for the Term of the Agreement.
 - 2.8.2. The Licensee hereby undertakes that it will not use the Trademarks in conjunction with any Person's trademarks other than the Licensee's own trademarks unless given express prior written consent of Licensor.

- 2.8.3. Licensee shall use the Trademarks according to the graphic representation indicated or approved in writing by Licensor and shall not alter the colour, size, dimensions of the Trademarks.
 - 2.8.4. Upon expiration or termination of this Agreement, Licensee shall have the right to dispose of inventory of any Products and documentation bearing the Trademarks, in its possession and in the course of manufacture at the date of such expiration or termination for a period of 3 (three) years after the date of expiration or termination, unless the Licensor has given prior notice for such inventory and documentation to be otherwise dealt with, in each case in the ordinary course, consistent with past practices and in accordance with the terms and conditions of this Agreement.
- 2.9. The restrictions in Clause in 2.7 and 2.8 shall survive termination of this Agreement.

3. TITLE, OWNERSHIP AND IMPROVEMENTS

- 3.1. The Licensor shall at all times retain all right, title and interest in and to all the Intellectual Property in relation to the CCSL CDRMax Technology developed by the Licensor, the Trademarks or Improvements thereof developed by the Licensor.
- 3.2. The Licensee shall not acquire, claim or dispute (whether during the Term of this Agreement or at any time thereafter) the right, title or interest of the Licensor in and to the CCSL CDRMax Technology or the goodwill attaching to it, or do or cause to be done any act or thing which will in any way adversely affect, impair or prejudice the right, title or interest of the Licensor in and to the CCSL CDRMax Technology and any Intellectual Property in relation thereto, including by virtue of this Agreement or any other Transaction Documents or through use by the Licensee of the CCSL CDRMax Technology, it being the intention of the Parties that all title and property in all the Intellectual Property in relation to the CCSL CDRMax Technology, the Trademarks or Improvements thereof developed by the Licensor shall continue to solely and absolutely vest in the Licensor.
- 3.3. Improvements
 - 3.3.1. During or after the Term of this Agreement, in the event any Improvements are made by the Licensor to the CCSL CDRMax Technology, all such Improvements and rights in the Intellectual Property thereto in the Improvements shall solely vest with the Licensor. The Licensor undertakes to promptly notify the Licensee in writing of any such Improvements and deliver to Licensee, at Licensor's expense, all items within such Improvements in a form(s) to be agreed upon and to a place designated by Licensee.
 - 3.3.2. Notwithstanding anything contained hereinabove, the Licensor hereby agrees and acknowledges that the Licensee shall be automatically granted license to use or exploit such Improvements as a part of the License under this Agreement on the terms set forth in Clause 2.1 and at no additional fee, and use such

IN WITNESS WHEREOF, the Parties have entered into the Agreement as if the day and year first above written.

For and on behalf of **Veolia Carbon Clean India Private limited**

u

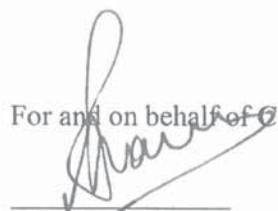


[(Title)] CEO

[Date and place of signature] DELHI

u

For and on behalf of **Carbon Clean Solutions Limited**

A handwritten signature in black ink, appearing to be 'James', written over a horizontal line.

[(Title)] *CEO & Co-Founder*

[(Date and place of signature)] *London, 18th May 2023*