

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between Meera Cleanfuels Limited having its CIN – U74120MH2012PLC234301 with its registered office situated at 2A/35, B.D.D., S.S. Wagh Road, Naigaon, Dadar (East), Mumbai 400014. and corporate office situated at 7/B, Palm View Building, L N Road, Dadar (East), Mumbai 400014, ("Disclosing Party") and _____, [FULL NAME OF AN INDIVIDUAL SHALL BE MENTIONED HERE] an Indian Inhabitant, aged _____ years having PAN _____ residing at _____

[ADDRESS SHALL BE MENTIONED ALONG WITH PIN CODE MANDATORILY] ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. If the Disclosing Party does not indicate in writing but orally signifies the Receiving Party that the information disclosed is confidential even then that information shall be considered as Confidential Information.

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, alter, publish, copy, reprint, reproduce, distribute or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately after rightful use, any unauthorized custody by the Receiving Party is forbidden by enforcement of this Agreement, even if Disclosing Party request it in writing Receiving Party shall return to Disclosing Party tangible materials in its possession pertaining to Confidential Information immediately.

4. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Penalty.

Unrightfully disclosing of Confidential Information by the Receiving Party or violation of this Agreement shall attract penalty not less than of Rs. 500000000/- (Five Hundred Million Rupees)

10. Notice of Immunity.

Receiving Party shall not be held liable for any criminal or civil liability under any law for the disclosure of Confidential Information that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or through an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Receiving Party who files a lawsuit for retaliation by the Disclosing Party for reporting a suspected violation of law may disclose the Confidential Information to the attorney of the individual and use the Confidential Information to the court proceeding, if the Receiving Party (i) files any document containing the Confidential Information under seal; and (ii) does not disclose the Confidential Information, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

11. Jurisdiction.

The laws of the Indian Republic shall govern this agreement. Any conflicts arising out of this agreement, which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the competent courts in Mumbai only.

For, MEERA CLEANFUELS LIMITED (Disclosing Party) (Authorized Signatory)

Date: _____

Name (Receiving Party)

(Signature)

Date: _____