

## CONFIDENTIALITY UNDERTAKING

I, I, (.....), the undersigned, authorised signatory of \_\_\_\_\_ Limited (*Name of Asset Reconstruction Company*), refer to the E mail dated \_\_\_\_\_ by IDBI Capital Markets and Securities Limited (ICMS) seeking Expression of Interest (EOI) from eligible Asset Reconstruction Companies for sale / assignment of the outstanding debt owed by Wind World India Limited (WWIL) to National Asset Reconstruction Company Limited acting in its capacity as Trustee of NARCL Trust - 0018 (NARCL) under Swiss Challenge Process.

In this connection, I on behalf of \_\_\_\_\_ (*Name of ARC*), hereby agree and confirm that \_\_\_\_\_ (*Name of ARC*) is not disqualified under any applicable law / regulations including section 29 A of Insolvency and Bankruptcy Code, from participating in the aforesaid Swiss Challenge Process for acquisition of the debt owed by WWIL to NARCL.

I/we, further understand that ICMS and/or India Debt Resolution Company Limited (IDRCL) the authorised representative of NARCL, would share or disclose or provide access to the Confidential Information in relation to the aforesaid Swiss Challenge Process for sale / assignment of the outstanding debt owed by WWIL to NARCL.

2. In this connection, we hereby represent, agree and undertake that we shall:

- a. At all times, keep confidential all the Information pertaining to WWIL loan exposure to NARCL and / or any other information disclosed to us as part of the aforesaid Swiss Challenge Process (hereinafter referred to as “**Confidential Information**”);
- b. Further safeguard the Confidential Information and take all reasonable precautions to protect it from theft or unauthorized access;
- c. At no time, disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever except with the prior permission in writing by ICMS or IDRCL;
- d. At no time, discuss or disclose to any party, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Confidential Information:

3. The term "Confidential Information" shall include (but not be limited to), any and all information (including unpublished price sensitive information) disclosed or submitted to us, all documents, information, all Virtual Data Room related documents, Bid Process Document, any other EOI related Document shared or disclosed to us, in written, representational, electronic, verbal or any other form. furnished or disclosed directly or indirectly, during the aforesaid Swiss Challenge Process.

For the avoidance of doubt, it is clarified that the term "Confidential Information" shall not include information:

- a. which was already known to us or was in our possession prior to the time of the disclosure or was lawfully obtained by us before submission of Express of Interest by us, and which, in either case, as far as we are aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality;
- b. which was already known or available to the public prior to the time of the disclosure without breach of any obligation owed by us;

On stamp paper INR 100/- purchased at the place of execution

- c. which is or subsequently becomes known or available to the public other than through our fault or negligence after the disclosure;
  - d. which is required to be disclosed by us pursuant to the requirements of the applicable laws, or order of a judicial, regulatory or administrative authority or guidelines of regulatory/ administrative authority or stock exchange
5. This Undertaking shall be effective from the date hereof and remain in force for: (i) a period of 1 (one) year from the date of completion of the transaction contemplated in the Swiss Challenge Process;
6. I hereby represent and warrant that it has the requisite power and authority to execute, deliver and perform its obligations under this Undertaking
7. This Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction over any matters arising hereof.

Date:

Authorised Signatory

Place:

Designation