

COMMUNICATIONS AGREEMENT

This Communications Agreement ("**Agreement**") is made as of 5th day of September 2018 ("**Effective Date**") by and between:

SB Energy Private Limited ("**Project Proponent**"), a company incorporated under the laws of India having its office 5th Floor, WorldMark – II, Aerocity NH- 8, New Delhi- 110037, India;

EKI Energy Services Ltd., ("**Authorised Representative**"), a limited company incorporated under the laws of India having its registered office at Office no. 201, Plot 48, Scheme 78 part 2, Vijay Nagar, Indore– 452010, Madhya Pradesh, India

Each of Project Proponent and the Authorised Representative are individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS, the Project Proponent has overall control and responsibility for the "**Solar Energy Project(s) by SB Energy Private Limited**", in accordance with VCS Program requirements; and

WHEREAS, the Project Proponent wishes to contract with the Authorised Representative to act on its behalf in respect of certain rights, actions and activities in the APX Environmental Registry ("**Registry**"):

Now, Therefore, in consideration of the promises and mutual obligations and covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

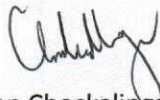
- (a) It is hereby notified that SB Energy Private Limited is the Project Investor and Project Proponent of the titled project activity, while EKI Energy Services Ltd. shall act as the Authorized Representative and as a sole focal point for all the communications with the Designated Operational Entity (DOE), VCS Board and Registry and the project is to be listed on the APX registry of Authorised Representative;
- (b) Each Party represents that the person signing this Agreement on its behalf is authorised to cause the Party for whom he or she signs to enter into this Agreement;
- (c) Confidential Information: In the course of exercising the authority granted to it hereunder, the Authorised Representative shall be entitled to access certain Confidential Information of the Project Proponent. Use of such confidential information by the Authorised Representative is permitted by the Project Proponent for the purpose of undertaking certain actions and activities on its behalf in accordance with this Agreement. Any further use of confidential information without the Project Proponent's prior written consent is prohibited. "Confidential Information" shall mean and include all sensitive and proprietary information and data of the Project Proponent, whether in writing, pictorially, in machine readable form, on compact disc, electronic mail, mail or provided orally in connection with this Agreement.
- (d) Term and Termination: This Agreement shall be and remain valid and subsisting beginning on the Effective Date until terminated by the Project Proponent by giving 30 (thirty) days written notice of termination to the Authorised Representative.



IN WITNESS WHEREOF the Parties hereto have entered into this Agreement as of the Effective Date.

Signed for and on behalf of **SB Energy Private Limited** (Project Proponent):

By:



Name: Palaniappan Chockalingam

Title: Director

Date of execution: 05 September, 2018



SIGNED for and on behalf of **EKI Energy Services Ltd.,** (Authorised Representative):

By:

A circular purple ink stamp for EKI Energy Services Ltd. The text "EKI ENERGY SERVICES LIMITED" is written around the perimeter, with "INDIA" in the center. The stamp also includes "INDORE" at the bottom and "2018" at the top.

Name: Manish Dabkara

Title: CEO

Date of execution: 05 September, 2018