



MUTUAL-NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of June 03rd, 2022 (the "Effective Date") by and between **MERINO CONSULTING SERVICES LIMITED** (including its subsidiaries, affiliates, successors and permitted assigns), a company incorporated under the laws of India, having its business office at 70 KLJ Complex, New Delhi 110015, India and **SHREE GURU GOBIND SINGH TRICENTENARY UNIVSERSITY**, located at Chandu-Budhera Gurugram Badli Road, Gurugram, Haryana-122505, India.

Hereinafter, referred to individually as a "Party" and collectively as the "Parties".

1. Term

This Agreement shall have a term of two (02) years from the Effective Date.

2. Discloser & Recipient

Either Party, including its Subsidiaries or Affiliates, may disclose Confidential Information under this Agreement and shall be referred to as "Discloser" hereunder. The other Party, including its Subsidiaries or Affiliates, receiving Confidential Information hereunder shall be referred to as "Recipient". "Subsidiaries or Affiliates" shall mean any legal entity which, is directly or indirectly controlling, controlled by or under the common control of the Party.

3. Confidential Information

The information disclosed by Discloser to Recipient hereunder relating to Discloser's business, including, without limitation, computer programs, technical drawings, algorithms, know-how, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, strategies or any other information which is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself, such information is hereinafter referred to as "Confidential Information" of the Discloser. Information which is orally or visually disclosed, or is disclosed in writing without being marked as confidential, shall constitute Confidential Information, if Discloser within seven (7) days after such disclosure, delivers to Recipient, a written document(s) describing such Information and referencing the place and date of such oral or visual disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made. Confidential Information shall not include any information that is a) lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; b) or becomes, through no fault of the Recipient, known or available to the public; c) independently developed by the Recipient without use or reference to such Confidential Information; or d) rightfully

disclosed to Recipient by a third party without any restrictions on disclosure.

4. Purpose

The Parties intend to share Confidential Information for a potential business relationship related to provision of Cloud Services to SGT University between Parties during the stages of information exchange and provision of services that are required to establish and set the stage for a real business opportunity ("Purpose").

5. Confidentiality Obligation

Discloser shall observe the duty of reasonable care while disclosing any Confidential Information to the Recipient. Recipient agrees that it shall a) not use any such Confidential Information except for the Purpose of this Agreement; b) hold the Confidential Information in confidence and shall take all reasonable precautions to protect such Confidential Information from unauthorized disclosure including all precautions that Recipient employs to protect its own confidential material; c) not divulge any such Confidential Information to any third party without prior approval of Discloser; d) not copy or reverse engineer any such Confidential Information. Recipient may permit access to Confidential Information to its employees, consultants, vendors and agents, on a need to know basis and to the extent required to meet the Purpose of this Agreement and shall ensure that they are bound to maintain confidentiality of such Confidential Information to the same extent as provided under this Agreement.

6. Data Security

Protection of data (including personal data) shall require equal commitment from both parties. Accordingly, data (including personal data) shall be shared between the parties strictly to the extent required to meet the Purpose of this Agreement. In any event, for avoidance of doubt, it is clarified that such personal data, if shared between the parties, shall be treated as strictly confidential information.

7. Survival, Exception & Return

Confidentiality obligations under this Agreement shall survive for a period of two (2) years following the expiry of this Agreement. Recipient may make disclosures to the extent required by law or by order of any court or regulatory body, provided the Recipient promptly notifies the Discloser in writing about such requirement to disclose. Recipient will return to Discloser, upon request, any Confidential Information under its possession or control and/or destroy all documents or media containing any such Confidential Information provided that Recipient may retain a copy of Confidential Information to the extent necessary to meet any statutory requirements.

8. Non-Solicitation

During the effective term of this Agreement and thereafter for a period of two (02) years after the termination of agreement, both Parties agree that they will not (either

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directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so.

9. Disclaimer

Parties acknowledges that providing or receiving Confidential Information under this Agreement shall not constitute an offer, acceptance, or promise to enter into or amend any other contract. To the extent permitted by law, Confidential Information is disclosed on "as is" basis, without any express or implied warranties and in particular, without any limitation, as to fitness for the intended Purpose. The ownership of all intellectual property rights (IPRs) in Confidential Information disclosed hereunder shall remain with its original owner.

10. Damages

The Recipient agrees and acknowledges that the unauthorized use and disclosure or misappropriation of the Confidential Information stipulated under this Agreement shall cause irreparable harm and damage to the interest of the Discloser which shall include without limitation financial loss of the business advantage for which legal remedies may not suffice. The Recipient shall pay to the Discloser such damages as may be determined by the Discloser in its discretion.

11. Injunctive Relief

Recipient acknowledges that due to the unique nature of the Discloser's Confidential Information, any breach of its obligations hereunder will result in irreparable harm to the Discloser, and therefore, upon any such breach or threat thereof, the Discloser shall be entitled to appropriate equitable relief including the relief of injunction and/or

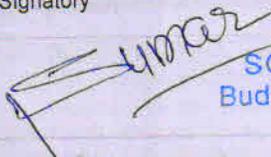
specific performance, in addition to any other remedies available at law.

12. Arbitration

The Parties shall resort and endeavor to arrive at an amicable settlement in good faith and mutual understanding in the event any matter or dispute pertaining to the enforcement of any rights and obligations under this Agreement arises between them. However, on failure to do so, all the disputes or differences so arising between the Parties shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by the sole arbitrator appointed mutually by the Party. The venue of the arbitration shall be New Delhi. The award given by the arbitrator shall be final and binding. The cost pertaining to the arbitration shall be borne by the Parties in accordance with the award passed by the arbitrator.

13. Miscellaneous

The Parties agree to be bound by any applicable export control regulations while sharing Confidential Information hereunder. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts at New Delhi, India. Neither party may assign or transfer any rights or obligations arising out of this Agreement without the prior written consent of the other party. No failure or delay in enforcing any right will be deemed a waiver unless made in writing and signed by a duly authorized representative of such Party. Any notice under this Agreement shall be in writing and shall be sent at the registered addresses of the Parties specified in this Agreement. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative of both Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions relating to subject-matter hereof.

MERINO CONSULTING SERVICES LIMITED	SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY
Authorized Signatory	Authorized Signatory
MANISHA PUNDIR <small>Digitally signed by MANISHA PUNDIR Date: 2022.06.08 15:07:01 +05'30'</small>	 Registrar SGT University Budhera, Gurugram
Name:	Name: Sahish Kumar
Designation:	Designation: Registrar
Date:	Date: 09/06/22

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