



सत्यमेव जयते



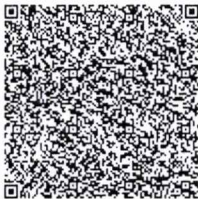
IN-UK68757327476747X

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK68757327476747X
Certificate Issued Date	: 15-Jan-2025 11:35 AM
Account Reference	: NONACC (SV)/ uk1313304/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK131330444664401269618X
Purchased by	: SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DATA MATRIX EXPERT PRIVATE LIMITED
Second Party	: SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Stamp Duty Paid By	: SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



योगेश पाण्डे
स्टाम्प विक्रेता
चौईवाला, देहरादून



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shonestamp.com or using e-Stamp which is available on the website / Mobile App renders invalid. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders 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.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "NDA") is made on this **15th day of January, 2025**,
by and between:

M/s Data Matrix expert Private Limited, a company registered under the Companies Act 2013, having its registered office at Address: C- 86 PANNU TOWER, PHASE 7 INDUSTRIAL AREA, Chandigarh Sector 55, S.A.S. Nagar (Mohali), Rupnagar-160055, Punjab represented by its Director, Dr. Anuj Bhardwaj (hereinafter called as 'Consultants').

(which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns)

AND

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act and incorporate under Uttarakhand Private University Act (Act no. 2 of 2024) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand 248016, represented by its Registrar, Dr. Mukesh Bijalwan (hereinafter called as 'Clients').

(which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns)

For purposes of this Agreement, the party that owns and/or discloses the confidential information is hereinafter referred to as the "Disclosing Party" and the party that receives and or accesses confidential information hereunder is hereinafter referred to as "Recipient / Receiving Party," collectively referred to as "Parties."

The two Parties are desirous of discussing and entering into a business arrangement and have agreed to conclude this mutual confidentiality agreement to cover all confidential information shared between them during such engagement and discussion.

Purpose.

The parties hereto wish to explore a business opportunity of mutual interest and in that either party may receive confidential information of the other party.

Definition.

"Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software,

services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

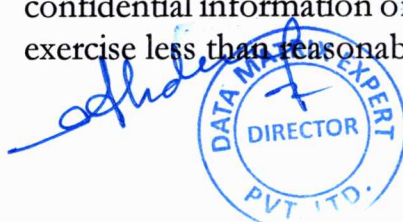
Exclusions.

Confidential Information does not include information, technical data or know-how which: (i) is in Recipient's possession at the time of disclosure immediately prior to the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party.

Use Limitations.

Recipient agrees not to use the Confidential Information for its own use or for any purposes except for the purpose expressly set forth above. Recipient shall not use the Confidential Information for purposes of unfair or improper competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

Non-Disclosure. Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purposes described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information.



Recipient agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which Recipient may become aware.

Period & Effective Date.

This NDA shall remain in force for a period of 3 (three) years and shall be deemed to be came into effect from **1st of January 2025**.

Third-Party Information.

Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

Return of Information/Documents.

Any materials or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).

No License.

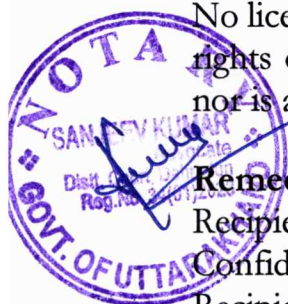
The Confidential Information shall remain the sole property of the Disclosing Party. No license or right is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

Remedies.

Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient shall be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, employees, consultants or affiliates. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

Attorneys' Fees, Jurisdiction/Venue, Dispute Resolution.

In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement. The Courts in Dehradun,



Uttarakhand, India shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement. The laws of the Union of India shall govern the validity, interpretation and performance of this Agreement. Any claim, dispute or difference between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement shall be referred to a sole arbitrator as mutually appointed by Parties. If both parties do not come to mutual consent as to sole arbitrator then both parties will have right to appoint one arbitrator each and such appointed two arbitrators will jointly with mutual consent will appoint a third arbitrator who will be chairman and preside over the arbitral tribunal. All proceedings in any such arbitration shall be conducted in English. The Arbitration shall take place in Dehradun and shall be governed by Arbitration and Conciliation Act, 1996 or any other law relating to arbitration in force in India at the relevant time.

Termination & Survival.

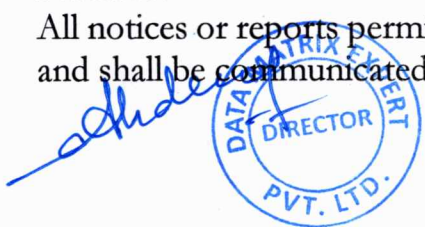
This Agreement shall govern all communications between the parties that are made during the period from the date hereof to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. Recipient's obligations under this Agreement with respect to Confidential Information it has previously received shall survive the termination/expiration of this agreement.

General.

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed on behalf of Recipient and an authorized representative of the Disclosing Party. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties. This Agreement shall not be construed as a teaming agreement, joint venture, partnership or other business relationship. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other party, except that either party shall have the right to assign this Agreement, without prior consent or approval of other party to the successor to substantially all of the assets and business of such party. This Agreement shall be binding upon the permitted successors and assigns of both parties.

Notices.

All notices or reports permitted or required under this Agreement shall be in writing and shall be communicated to the other party on its official email ID. Notices shall



be sent to the email addresses set forth at the end of this Agreement or such other email address as either party may specify in writing.

Authorized Signatories.

Both Parties warrant that either Party has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and the execution, delivery and performance by either Party of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Parties and constitutes legal, valid and binding obligations of the Parties enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditor's rights generally and general equitable principles.

This Agreement may be executed in 2 (two) counterparts (Executed on Rs. 100/- Non-Judicial Stamp Certificate No. IN-UK68757327476747X & IN-UK68757631280947X), each of which shall be an original and with each Party in possession of one such original, but both together shall constitute one instrument.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

M/s Data Matrix Expert Private Limited

Dr. Anuj Bhardwaj

Director

Official email ID- anuj2k3@gmail.com

Swami Rama Himalayan University

Dr. Mukesh Bijalwan

Registrar

Official email ID- reg@srhu.edu.in

Witnesses:

Dr. Pallavi Bhardwaj
Data Matrix Pvt Ltd.

Prateek Dhyani
Coordinator, Registrar's Office
SRHU