

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is made on this **day of October 2023:**

Acharya Institutes and **Company** shall, wherever the context so requires, be hereinafter referred individually as the “**Party**” and collectively as the “**Parties**”.

### WHEREAS:

- (A) The Parties intend to enter into discussions with each other for evaluating strategic partnership opportunities in relation to **consultancy and related Services** (hereinafter referred to as the “**Purpose**”);
- (B) In order to proceed with the Purpose, the Disclosing Party has agreed to provide certain Confidential Information (hereinafter defined) concerning the Purpose and the Receiving Party has agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

**IN CONSIDERATION** of the Receiving Party having access to the Disclosing Party’s Confidential Information and for other good and valuable considerations (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

1. The term “**Confidential Information**” for the purpose of this Agreement shall mean any and all information relating to the Disclosing Party, developed, disclosed by the Disclosing Party (whether before or after the date of this Agreement and whether in written, oral, graphic, electronic or other tangible or intangible form) to the Receiving Party, or obtained by the Receiving Party for the Purpose, including but not limited to, the terms and conditions of this Agreement, any and all financial, technical, non-technical information, data, business operations information, market and distribution related information, business and strategy plans, agreements with third parties, selection process, ideas and creative works belonging to the Disclosing Party (regardless of whether such information is protected under copyright, patent or trademark and/or trade secret laws), including but not limited to, all tangible information, documents, data, papers, statements, techniques, any business information, business forecasts, research, work in progress, program formats, software, website information and methods, projects, sales and marketing plans, future development plans, and information relating to or arising out of the Purpose, including but not limited to, all aspects pertaining to and relating to the business practices of the Disclosing Party in connection with the above mentioned Purpose or otherwise, and includes proprietary information.
2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
  - (a) is or becomes publicly available without breach of this Agreement
  - (b) becomes lawfully available to either Party from a third party free from any confidentiality restriction
  - (c) is required to be disclosed under any relevant law, regulation or order of court, or under any directives or order by governmental, supervisory or regulatory body or rules of any stock exchange having jurisdiction over the Group (as defined below) provided that the Receiving Party shall give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy; in the event that no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with

the terms of this Agreement, the Receiving Party shall furnish only that portion of Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent possible

- (d) Was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records; or
  - (e) Is independently developed by the Receiving Party without breach of this Agreement.
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent. The term "Group" in relation to or in context of the Receiving Party shall mean and include the Receiving Party together with each of its employees, representatives, subsidiaries, affiliates, advisors and branch offices in any jurisdiction. The disclosure to the Group shall be strictly on a need-to-know basis and only to the extent necessary for each of them to perform its duties in relation to the Purpose, provided that the Receiving Party shall be responsible for any breach of the Group.
  4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information but in no case less than a reasonable degree of care. The Receiving Party shall promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement.
  5. The Receiving Party shall only make such copies of any Confidential Information or any documents containing Confidential Information as required for carrying out the Purpose.
  6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made hereunder within 7 days of receipt of the request unless the Receiving Party is required to retain a copy of such Confidential Information subject to any applicable laws or internal compliance policies.

7. The Disclosing Party warrants that it has the legal right and authority to make the disclosure of the Confidential Information under this Agreement and to permit the use of the Confidential Information by the Receiving Party strictly in terms of this Agreement.
8. The Disclosing Party retains all right, title, and interest in the Confidential Information. The Receiving Party acknowledges that damages may not be sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
9. The Receiving Party does not acquire any rights on Confidential Information under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. All intellectual property rights (IPRs) of the Disclosing Party shall continue to be vested with the Disclosing Party and nothing contained herein is intended to assign or license any such rights of Disclosing Party to the Receiving Party.
11. Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third-party present on the Confidential Information. Neither Party shall use or display the logos, trademarks etc., of the other Party in any advertisement, press etc., without the prior written consent of the other Party.
12. Neither Party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other Party in connection with the provision or use of Confidential Information hereunder. The Disclosing Party makes no warranties of any kind, whether expressed or implied, as to the accuracy or completeness of the Confidential Information.
13. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the

exercise or enforcement of any other right, remedy or power.

14. This Agreement shall be governed by the laws of India. All rights and obligations under this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India.
15. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
16. In the event any provision of this Agreement is held to be unenforceable by a court or other tribunal of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.
17. Nothing in this Agreement shall stop the Parties from engaging in discussions with any third party(ies) regarding the Purpose, or any other possibility of a proposed business relationship, provided that the terms of this Agreement are strictly complied with during such discussions.
18. Nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, employee, agent or other representative of the other party hereto. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.
19. This Agreement shall commence on the Effective Date and shall remain in full force and effect up to **3 (three) years** from the Effective Date. The confidentiality obligations mentioned herein shall be observed by the Receiving Party in perpetuity and till the time the Disclosing Party informs the Receiving Party otherwise.
20. The Receiving Party shall not assign, or otherwise transfer its rights, or delegate its duties or obligations under this Agreement without prior written consent of the Disclosing Party. Any attempt to do so shall be void. This Agreement shall be valid and binding on the successors-in- title of the Parties.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the day and year first above written

