

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of NOV 2022 ("Effective Date")

By and between:

Mangalmay Institute of Engineering & Technology, a Educational Institute under the laws of India and having its registered office at *, **8, Knowledge Park II Greater Noida., India** (hereinafter referred to as "**Mangalmay** " which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

4A IP SOLUTION, a Proprietorship Firm registered office at Moon Court, Tower 2, 401, Jaypee Green, Greater Noida, Uttar Pradesh - 201310 (hereinafter referred to as "**4A IP SOLUTION**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Other Part.

"**Mangalmay** " and "**4A IP SOLUTION**" are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS "**Mangalmay** " shall receive advisory services from "**4A IP SOLUTION**" for the filing of trademarks, Copyright, Design, Patents or any other Legal Subject Matter on Case-to-Case basis ("**Purpose**").

WHEREAS in connection with the Purpose, "**Mangalmay** " ("**Discloser**") shall disclose to **4A IP SOLUTION** ("**Recipient**") proprietary information in tangible or non-tangible form which shall be inclusive of but not be limited to past, current and future (i) products, samples and services; (ii) research and development plans/results; (iii) data, observations, findings of pre-clinical/clinical trials, studies & experimental work; (iv) inventions, know-how, trade secrets, formulae and compound; (v) methods, processes & techniques; (vi) sales, marketing and operating information; (vii) marketing and merchandizing plans and strategies; (viii) procurement, purchase and manufacturing requirements/information; (ix) cost and pricing information; (x) details of customers, vendors, third party manufacturers; (xi) concepts, data, reports, methods, processes, techniques, operations; (xii) future projections, business plans, forecasts & financial information; (xiii) patents, trademarks, copyrights, designs, trade secrets & information relating to or underlying such intellectual property rights; (xiv) any other projects; and (xv) all materials prepared on the basis of any of the foregoing, whether or not the foregoing information is patented, tested, reduced to practice, of "**Mangalmay** ", its Affiliates or business partners, in whatever form and using whichever media, whether marked as confidential or not (hereinafter referred to as "**Confidential Information**").

"**Affiliate/s**" means, for the purpose of this Agreement and with respect to a Party, any entity that is a subsidiary of such Party or is directly or indirectly controlling, controlled by or under common control with such Party.

"**Representative**" means, for the purpose of this Agreement, the employees, officers, directors, agents and consultants of a Party or those of its Affiliate/s.

IN CONSIDERATION of these premises and in order to induce the Discloser to disclose the Confidential Information to the Recipient, the Parties hereby agree as follows:

1. The Recipient and/or its Representative(s) who receive the Confidential Information agree to retain the Confidential Information in strict confidentiality, not to use it for any purposes other than for the Purpose and not to disclose it to others except to those of their respective Representatives that need to access the Confidential Information for the Purpose and only if such authorized Representatives have previously undertaken not to disclose the Confidential Information to others or are bound by similar duties of confidentiality to the Recipient with respect to the Confidential Information. For the purpose of this Agreement, any disclosure of Confidential Information made by

or on behalf of the Discloser, including by its Representatives shall be deemed a disclosure by the Discloser.

2. The Recipient acknowledges and agrees that all communications and information relating to the Purpose received from the Discloser or on its behalf prior to the Effective Date of this Agreement shall be deemed to have been received under an obligation of confidentiality from the time of receipt under the terms set out in this Agreement and forms a part of Confidential Information.
3. The Recipient agrees to maintain the Confidential Information as confidential taking the same caution level as it would take with its own confidential information but in no event shall the Recipient use less than reasonable procedures to prevent unauthorized disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons.
4. The Recipient undertakes that it shall not reverse engineer, decompile or dissemble the Confidential Information nor try to discover the chemical identity or structure of any compound supplied by the Discloser nor make any variant out of the Confidential Information and strictly use or abide the terms of this Agreement. In the event of any inventions or improvements, or inventions or improvements made or derived from the use of the Confidential Information, the same shall be the property of the Discloser.
5. The Confidential Information and any right, title and interest therein including but not limited to any results, inventions, improvements, discovery and/or development by the Recipient and/or its Affiliates shall remain the exclusive property of the Discloser, its Affiliates or business partners, as the case may be, and nothing contained in this Agreement shall be construed as creating an express or implied license to practice or use the Confidential Information for the Recipient's or third parties' benefit.
6. If the Recipient is required by applicable law or court order to disclose any Confidential Information, prior to the disclosure of the Confidential Information, the Recipient shall first notify the Discloser in writing, sufficiently in advance so as to provide the Discloser with reasonable opportunity to seek to prevent such disclosure or to seek to obtain a protective order for such Confidential Information. In the event disclosure is required after the Discloser has sought protection of the Confidential Information, the Recipient shall disclose only that portion of the Confidential Information that Recipient is legally required to disclose.
7. The Recipient shall not disclose, and will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other Party, the fact that Confidential Information has been made available or that discussions are taking place concerning the Purpose or any of the terms, conditions or other facts with respect to the Purpose, including the status thereof. The Recipient shall not, and shall ensure that its Affiliates or Representatives shall not make any presentations or publications related to the Purpose without the prior written approval of the Discloser.
8. The Recipient acknowledges and agrees that the Discloser is not making and shall not be deemed to have made any representations or warranties regarding the accuracy or completeness of the Confidential Information or any other type of information furnished in accordance with this Agreement.
9. Upon expiration or termination of this Agreement as set forth in Section 12 below or earlier upon receipt of a written request from the Discloser, the Recipient shall cease all use of the Confidential Information and promptly return to the Discloser all documents and materials of the Discloser which relate to or contain any of the Confidential Information (including without limitation, all samples, notes, tables, data, back up data etc. generated on, containing, referring or using Confidential Information) without retaining any copy thereof.
10. Because the Discloser may not be adequately compensated in damages in the event of a breach of this Agreement by the Recipient, the Discloser shall be entitled, in addition to any other rights or remedies available to it (including damages), to an injunction restraining such breach or any threatened breach and to specific performance of any obligation thereof.

11. This Agreement shall come into force from the Effective Date and shall remain valid and subsisting for a period of One year from the Effective Date, unless terminated by the Discloser by giving a written notice to the Recipient. The termination or expiration of this Agreement whichever is earlier, shall not affect the Recipient's obligations with regard to non-disclosure of Confidential Information.

12. Each Party warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If, during the term of this Agreement, a conflict or risk of conflict of interest arises, the Party shall immediately notify the other Party in writing of that conflict or risk.

13. **PAYMENTS:** Subject to obligations and responsibilities under this Contract, the applicable Retainer ship Charges is **Rs. 25,000/ Year** for rendering legal services shall be paid in advance of from the date of commencement of this agreement. Govt. Fees/ Expenses (if any) arising either in Indian/ Foreign currency shall be paid in advance and the fees paid in line to this will not be treated as payment paid for the rendering services.

14. **Scope Of Work Schedule:**

- A) **IPR Prosecution:** Covering Filing of a Trademark, Copyright, Patent & Design Patent
1. Trademark: Search Analyses, Objection Reply, Prosecution Hearing, Opposition Drafts, Counter statement draft, Evidence submission and hearing.
 2. Copyright: Filing, fer reply & hearing
 3. Design Patent: Filing, Draft, FER draft and hearing
 4. Utility Patent: Patentability search report, drafting both provisional and complete, Early publication application, Early Examination application, FER draft and reply and hearing.
- B) **Other Legal Services:** Issue of notices to the employees/ex-employees who commit breach of their employment contract/ NDA, CRPC 138 Notices, Contract Agreement Drafting, Vetting of the Agreement & giving advice and solutions to various Research and Analysis.
- C) Above A & B subsection of scope of work (14) covers, Faculty, Students & Incubatees of "Mangalmay ""

15. Details of the bank account to which payments are to be made (i.e. name and address of bank, IFSC Code, account name and number) would be provided.

16. Subject to obligations and responsibilities under this Contract, the applicable Retainer ship Charges for rendering legal services shall be revised after completion of One Year which would be on higher side from the first-year fees and would depend upon the work schedule and various other factors which would be mutually agreed.

17. Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and given by delivering it by hand or sending it by registered mail (with receipt requested), or by recognized courier service with acknowledgement of receipt requested on the address as mentioned below:-

To MANJALAM INSTITUTION
at: ENGINERING & TECHNOLOGY

NO 8, KNOWLEDGE
PARK - II,
GREATER NOIDA

To the Attn of:
Mr. Aayush Mangal Ji
Vice Chairman, Mangalmay Group of
Institutions(MIET).

To 4A IP solution at:

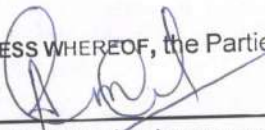
Moon Court, Tower 2, 401,
Jaypee Green, Greater Noida,
Uttar Pradesh - 201306

To the Attention Of:
R. Srinivasan

Any Party may change its address for service from time to time by a prior written notice as soon as there is a change in the addressed as mentioned above.

18. Neither of the Parties hereto may assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other Party.
19. No failure or delay on the part of the Discloser in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by law.
20. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.
21. This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and negotiations between them as to the subject matter hereof. The recitals form an integral part of the Agreement.
22. Nothing in this Agreement shall be deemed to create any obligation on either Party to enter into any further agreement.
23. No amendment of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each Party.
24. This Agreement shall be governed and interpreted according to laws of India (without reference to conflict of law's provisions).
25. If any question or dispute shall, at any time during the term or thereafter, arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, then the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 to be conducted by a sole arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue for arbitration shall be New Delhi.
26. The Parties may apply at all times to any competent judicial authority for interim or conservatory measures. The application of a Party to a judicial authority for such measures or the implementation of any such measures ordered by the arbitrator shall not be deemed to be an infringement or a waiver of the arbitration agreement.

IN WITNESS WHEREOF, the Parties have through their duly authorized persons, executed this Agreement.



 by its duly authorized representative,
 As s/he so declares

Name: AAYUSH MANGAL
 Title: VICE CHAIRMAN.



 4A IP solution
 by its duly authorized representative,
 As s/he so declares

Name: R. Srinivasan
 Title: Proprietor