



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into on the 21st of August 2023 ("Effective Date") between:


(1) **Aunwesh A Knowledge Technologies Pvt. Ltd.**, incorporated under the Companies Act, 1956 under the laws of the Government of India and having its registered office at **120A Linton Street, Kolkata 700 014, West Bengal, India** and, (hereinafter referred to as "**Aunwesh A**", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE **ONE PART**

(2) Rahul Dwari, ("INDIVIDUAL") an individual having his official / residential address at Khanakul, Hoogly, WB, 712417 (hereinafter referred to as "**Individual**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, his affiliates, successors, representatives and permitted assigns) OF THE **OTHER PART**;

AUNWESHA and INDIVIDUAL shall hereinafter be referred to as such or collectively as "**Parties**" and individually as "**Party**".

WHEREAS "**Affiliate**" shall mean any legal entity which is directly or indirectly controlling, controlled by or under common control with INDIVIDUAL;

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a potential business arrangement;

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**Aunwesh A Knowledge Technologies Pvt. Ltd.**

120A Linton Street, Kolkata 700014, India

Contacts # (+91) 90889 98585 & 79806 13625

[enq@aunwesh a.com](mailto:enq@aunwesh a.com) / <https://dev.aunwesh a.com>



**AND WHEREAS** the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material, and documents relating to each other's business, assets, financial condition, operations, plans, and/or prospects of their businesses (hereinafter referred to as "**Confidential Information**", more fully detailed in clause 1 hereinbelow) that each Party regards as proprietary and confidential; and

**AND WHEREAS**, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

- a) This Agreement provides for the disclosure by one party hereto (the "Disclosing Party") to the other party (the "Receiving Party") of information which is deemed proprietary and confidential by the Disclosing Party.
- b) It is understood and agreed that the Confidential Information provided will be reviewed and used solely to study and establish the feasibility of the business relationship. The Receiving Party is prohibited from using the Confidential Information of the Disclosing Party for any purposes other than those identified above without first obtaining the written permission of the Disclosing Party.

NOW IT IS HEREBY AGREED between the parties as follows:


1. "**Confidential and or proprietary Information**" shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, verbally, by inspection of tangible objects (including, without limitation, information of a commercial, technical or financial nature which contains amongst other matters documents, prototypes, samples, media, documentation, discs and code regardless of form, format, and also includes those communicated or obtained through meetings, documents, correspondence including without limitation

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and all other non-public information, material or data relating to the Disclosing Party and prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. Confidential and or proprietary information shall include, without limitation, the following:

- i) research, development or technical information, confidential and proprietary product, intellectual property rights; patent and ancillary information and other proprietary or confidential information, analysis, compilations, studies, summaries, extracts or other documentation
- ii) trade secrets, network information, configurations, trademarks, brand name, know-how, current and/ or future business and marketing plans, financial and operational information, operations or systems, financial and trading positions;
- iii) details of customers, suppliers, debtors, or creditors;
- iv) information relating to the officers, directors, or employees of the Disclosing Party and its related corporations;
- v) marketing information, brochures, printed matter, rates, and rate tables.


In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any

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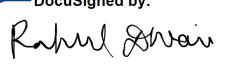
third party and will not be made use of in any way, (whether for its benefit or that of any third party) other than for the purposes of this Agreement, without such Disclosing Party's prior written consent.

2. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its Representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
3. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
4. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions, and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
5. The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:
  - i) in or enters the public domain, other than by breach of this Agreement; or
  - ii) known to the Receiving Party at the time of the first receipt, or thereafter becomes known to the Receiving Party without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or
  - iii) is or has been lawfully disclosed to a Receiving Party by a third party without an

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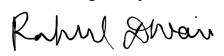
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obligation of confidentiality; or

- iv) was independently developed by the Receiving Party without making use of the Confidential Information; or
  - v) has been approved for release or use (in either case without restriction) by the written authorisation of the Disclosing Party.
  - vi) is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law provided that Receiving Party shall first obtain Disclosing Party's consent to the contents of such disclosure prior to making of the same.
6. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation, or legal process; *provided, however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
7. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

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8. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
9. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief as appropriate as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
10. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings, or a business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
11. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks is necessary to disclose in relation to the Proposed Transaction.
12. Upon receiving the Confidential Information, whether before or after the date of this Agreement, the Receiving Party shall keep in confidence and not disclose to any person

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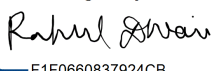
or entity, not bound by this Agreement:

- a. any of the Disclosing Party's Confidential Information;
  - b. disclose to any other person the status, terms, conditions, or other facts concerning such discussions; except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. The Receiving Party shall make the Disclosing Party's Confidential Information available only to those of its employees, officers, directors, advisors, or any persons employed by the Receiving Party and/or having a "need to know" in order to carry out the purposes of this Agreement ("Authorized Person(s)"). Further, the Receiving Party shall not make any other use of the Confidential Information for its benefit or that of any third party except for the purposes of this Agreement without the prior written approval of the Disclosing Party nor make unnecessary copies of the same.
13. The Receiving Party hereby agrees to advise the Authorized Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorized Person(s) provided that either:
- a. the Receiving Party shall procure that any of the Authorized Person(s) to whom all or any of the Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any other party. In any event, the Receiving Party's obligations to procure the confidentiality of such information shall continue to apply and shall remain liable for any

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disclosure by the Authorized Person(s) to any other party; or

- b. the Receiving Party shall obtain a written undertaking from the Authorized Person(s) to comply with the terms of this Agreement as if the Authorized Person(s) is a party hereto.
14. The Receiving Party shall require all Authorized Person(s) to whom Confidential Information is disclosed, to comply with the terms of this Agreement as if they were parties thereto, and shall take all steps to enforce such obligations of confidentiality.
15. Save as provided under clause 4(d) of this Agreement, no news releases, public announcements or any other form of publicity concerning the purpose of this Agreement and/or the terms of this Agreement shall be conducted or released by the Receiving Party without the prior written approval of the Disclosing Party.
16. All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information for the purpose of this Agreement has ended or when this Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party, within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

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17. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.
18. The Receiving Party further acknowledges that damages are not a sufficient remedy for any breach of this Confidentiality Agreement and that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or the threatened breach thereof, in addition to any other remedies available at law or equity.
19. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years from such Effective Date. The obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for 5 years after the expiry or termination of this Agreement.
20. The Disclosing Party will act in good faith in the provision of Confidential Information to the Receiving Party and will use its reasonable endeavors to ensure that the Confidential Information disclosed to the Receiving Party is accurate but in any event, the Disclosing Party does not warrant that the Confidential Information it is disclosing hereunder will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing Party does not assume any responsibility or liability nor make any representation or warranty whatsoever under this Agreement for the results of use of the Confidential Information by the Receiving Party or its Authorized Person(s) or for its accuracy, completeness or sufficiency thereof, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on any Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose

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any particular kind or quantity of information to the Receiving Party.

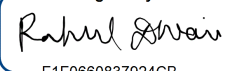
21. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Each party shall act as an independent contractor and not as an agent of another party for any purpose whatsoever and no party shall have any authority to bind another party.
22. Nothing contained in this Agreement shall be deemed to grant to the Receiving Party, either directly or by implication, any right, by license or otherwise, under any patent(s), patent applications, copyrights, or other intellectual property rights with respect to any Confidential Information of the Disclosing Party.
23. This Agreement contains the entire understanding between the Parties with respect to safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the parties.
24. Each provision of this Confidentiality Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other. Accordingly, if any provision of this Confidentiality Agreement is found to be unenforceable, the remainder shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the

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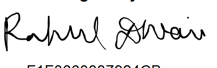
parties as expressed herein.

25. This Confidentiality Agreement shall be governed and construed in all respects in accordance with the Laws of India.
26. Each Party warrants that it has the authority to enter into this Agreement.
27. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
28. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
29. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of INDIVIDUAL shall be considered as employees of PARTY 1.
30. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Kolkata, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection therewith, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall

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be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.


31. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
32. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.
33. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.
34. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year (s) from the date of expiration.

It is further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination continue to be in force in the following manner:

- i. 5 years after the termination of the binding agreement
  - ii. 5 years after the expiry of the binding agreement
- (whichever is earlier)

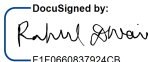
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINABOVE MENTIONED.

For <b>Aunwesh A Knowledge Technologies Pvt. Ltd.</b> (Aunwesh A)			
<b>Signature</b>		<b>Signature</b>	
<b>Name</b>		<b>Name</b>	Rahul Dwari
<b>Designation</b>		<b>Designation</b>	Intern
<b>Place</b>		<b>Place</b>	Khanakul, Hooghly, WB, 712417
<b>Date</b>		<b>Date</b>	31 - 08 - 2023

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