

## NON DISCLOSURE AGREEMENT

THIS **NON-DISCLOSURE AGREEMENT** (the '**Agreement**') is made on 18.11.2025, between,

**Bioscient Research Pvt. Ltd.** a company incorporated under the Companies Act, 2013 and having its Corporate Office at SR. No. 185/4, 301, Bellagio, Near ISKON, Ravet, Pune, Maharashtra, India, 412101 (hereinafter referred to as the ('Bioscient') and which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **ONE PART**.

**AND**

Babu Dinesh Singh University, a university Established Under Govt. of Jharkhand Act-06, 2023 & Section 2(f) of the UGC Act, 1956, Member of AIU, New Delhi and having its Registered Office at Farathiya, Garhwa-822114, Jharkhand. (hereinafter referred to as the 'BDSU') which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART**.

The Receiving Party and the Disclosing Party are hereinafter collectively referred to as the '**Parties**'. The party who discloses Confidential Information to the other party shall be referred to as the "**Disclosing Party**" and the party who receives such Confidential Information from the other party shall be referred to as the "**Receiving Party**".

**WHEREAS** the Disclosing Party intends to engage in activities, discussions and negotiations with the Receiving Party concerning the establishment of a business relationship between them regarding training, skill development, and R & D Services. In the course of discussions and negotiations, the Disclosing Party, is required to disclose certain vital information to the Receiving Party about its business ("Confidential Information" as defined below) in written text and/or oral communication etc. so as to enable the Receiving party to evaluate the feasibility of such business. For the mutual protection of Confidential Information, the Parties have decided to enter into this Mutual Non-Disclosure Agreement on the terms and conditions as mentioned hereinafter.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and representations recorded herein by the Parties hereto and such additional promises and understandings as are hereinafter set forth, the Parties agree as follows:



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A handwritten signature in green ink, appearing to be 'Bioscient'.



## 1. Confidential Information:<sup>1</sup>

"Confidential Information" shall mean any information disclosed by the Disclosing Party pertaining in any manner related to the business of the Disclosing Party or of the Disclosing Party's affiliates means information not generally known to third parties and which is proprietary to the Disclosing Party, such information relating to (a) information about costs, profits, financial information, markets and sales; (b) plans for future development and new product concepts; (c) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means (d) intellectual property and/or software rights, interest and knowledge, (e) information described as proprietary or designated as confidential information to the Receiving Party or that may otherwise come within the knowledge or possession of the Receiving Party, either directly or indirectly, either orally or in writing, by inspection of tangible objects or pertaining to technology/project/file and all other non-public information, material or data relating to the past, current and /or future business and operations of the Disclosing Party, prepared by the Receiving Party based on information disclosed by the Disclosing Party.

## 2. Obligation of Parties

a. Subject to the other provisions of this Agreement, each Party agrees and undertakes not to disclose any Confidential Information received from the other Party to any third party. Furthermore, nothing contained in this Agreement nor any provision or disclosure of information as contemplated hereunder, shall be construed as creating, conveying, transferring, granting or conferring by one Party on the other any rights, license or authority to the information provided. The Parties hereto shall use the Confidential Information only for the Purpose which explores the possible business relationship between the Parties hereto and for no other purpose whatsoever. The Parties further agree and undertake not to disclose the Confidential Information of the other to their agents or contractors without prior written approval from the other party.

b. In maintaining the confidentiality of Information hereunder, the Parties agree that they shall not, without prior written consent of the other Party, disclose transfer or assign or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information. Save and except that either Party may disclose any Confidential Information to its directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate



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A handwritten signature in green ink, appearing to be "Mund".

such Confidential Information in connection with the negotiation for the possible business relationship between the Parties hereto.

c. The Disclosing Party shall impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information and shall ensure that the said employee(s) and /or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information. However, the Receiving Party shall be solely responsible for unauthorized disclosure of Confidential Information made by any person who had access to the said Confidential Information through or under or in trust of the Receiving Party. The Parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either Party.

d. The Receiving Party shall immediately notify the Disclosing Party of any known or suspected breaches of this Agreement and shall give the Disclosing Party full co-operation in any search or scrutiny.

e. The Receiving Party shall not without prior written consent of the Disclosing Party:-

(I) disclose to any person, directly or indirectly:

(i) the fact that the Disclosing Party's Confidential Information has been made available to the Receiving Party or that the Receiving Party has inspected any portion of the Confidential Information; or

(ii) the fact that any discussion or negotiation is taking place concerning the Purpose;

(iii) any of the terms, conditions or other facts with respect to the Purpose, including status thereof; or

(II) Make any private or public announcement or statement concerning or relating to the Purpose.

f. Both the Parties represent and warrant to each other that each Party has the right and authority to disclose the Confidential Information to other Party and that they are not a party to any agreement or under any obligation to any third party which would prevent either Party from entering into this Agreement and complying with terms and conditions as set forth herein.



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g. Confidential Information is provided on 'as is' basis and Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

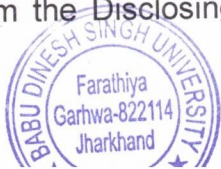
h. The Receiving Party agrees that upon termination of the discussions between the Parties or upon the Disclosing Party's written request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to the Disclosing Party or destroyed by the Receiving Party.

### 3. Non- Definitive Agreement

The Parties acknowledge and agree that no contract or agreement with respect to or in connection with the Purpose shall be deemed to exist unless and until the Parties execute and deliver a final definitive agreement relating thereto (the "Definitive Commitment"), and there shall be no obligation on either party to participate in the Purpose and neither Party shall be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Confidentiality Undertaking except for the matters specifically agreed to herein. The Parties shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and the proposed business arrangement for which this Agreement is being entered into and this Agreement shall not be deemed to have been entered into on exclusivity basis.

### 4. Exception to Obligation of Parties

The Receiving Party shall use the Confidential Information and keep it confidential except to the extent that any Confidential Information :- (a) was or is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Receiving Party; or (b) is hereafter rightfully furnished to the Receiving Party by a third party without breach of this Agreement or any separate non-disclosure obligation; or (c) is received by Receiving Party from a third person who has violated his obligations of confidentiality to the Disclosing Party about which Receiving Party is not aware at the time of receipt; or (d) was independently developed by the Receiving Party without breach of this Agreement; or (e) is permitted by the Disclosing Party in writing to disclose; or (f) disclosure by Receiving Party which is required by law or by order of any court or government or regulatory agency, whether in India or out of India. However in such an event, the Receiving Party shall intimate the Disclosing party about the disclosure, but no consent from the Disclosing Party shall be required for such disclosure. The Receiving



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Party shall ensure, that any such disclosure will be limited to the extent of Confidential Information required to satisfy that disclosure obligation.

## **5. Non-Solicitation.**

- a. Either party may prevent the other from soliciting or offering employment to the other party's employees.

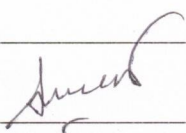
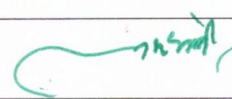
## **6. Miscellaneous**

- a. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm if the Receiving Party fails to comply with its obligations under this agreement, and further agrees that in case of such breach, Disclosing Party shall have the right to seek injunctive relief at its discretion.
- b. This Agreement shall be governed by and interpreted in accordance with laws of India and the parties submit to the exclusive jurisdiction of the courts of Mumbai.
- c. The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights. In the event that any provision of this Agreement shall be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect. A waiver of any provision or breach of this Agreement must be in writing and signed by authorized officials of the Parties executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
- d. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by written instrument duly executed by the Parties.
- e. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.
- f. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this agreement without the other party's prior written consent.
- g. Receiving Party or their sister organizations or people associated with receiving party and/or their sister organizations should not deal directly or indirectly with the clients provided or clients deal by Disclosing Party.
- h. Receiving Party should not disclose client's information or client's portfolio or client's research or matter with any other person or organization.



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- i. All the research results or schemes or products should go through Disclosing Party. There should not be any direct approach for any kind of enquiries with client's provided by Disclosing Party.
- j. Receiving Party should follow the client's timeline and high level of confidentiality.
- k. This Agreement may be executed in two counterparts that together shall constitute one and the same instrument.

	<b>Bioscient Research Pvt. Ltd.</b>		<b>Babu Dinesh Singh University</b>
Signature		Signature	
Name	Dr. Sushil Y. Raut	Name	Prof.(Dr.) M.K. Singh
Designation	Director and Co-founder, Bioscient Research Pvt. Ltd., Pune	Designation	Vice Chancellor, Babu Dinesh Singh University, Garhwa
Date	18.11.2025	Date	18.11.2025
Place	Garhwa	Place	Garhwa

**Vice-Chancellor**  
**Babu Dinesh Singh University**  
Farathiya, Garhwa, Jharkhand