

Non Disclosure Agreement

between

IU Internationale Hochschule GmbH

Juri-Gagarin-Ring 152
99084 Erfurt

-represented by the Managing Directors Dr. Carmen Thoma, Prof. Dr. Holger Sommerfeldt & Dr. Sven Schütt -

and

Chitkara University, India

Global Head Office: SCO 160-161, Sector 9-C,
Chandigarh (UT) 160009, INDIA

-represented by the Hon' Chancellor Dr. Ashok K. Chitkara, Hon' Pro-Chancellor, Dr. Madhu Chitkara, Pro-Vice
Chancellor (International) Prof. Sangeet Jaura &
Vice President-Office of International Affairs, Mr. Sanjeev Sahni

Preamble

The parties intend to maintain a business relationship with the aim of partnerships development, student recruitment and scalable growth. For this purpose, confidential data and information will be made mutually accessible. Having said this in advance, the parties agree what follows:

§ 1 Definitions

(1) "Confidential Information" for the purposes of this agreement means all information exchanged between the Parties after the conclusion of this agreement that relates to the Project and is marked as confidential. In this context, information is any content that has become directly or indirectly accessible to the recipient orally, in writing, as a drawing, on data carriers or in any other way in connection with the implementation of the contents of this agreement. Including, but not limited to, a trade secret or proprietary information, including all technical and non-technical information and data, including techniques and know how, sketches, drawings, models and inventions; processes, apparatus and equipment; business plans, algorithms and formulae; software programs, software source code, screen displays and software source documents; research and experimental work; development, engineering and design details and specifications; financial, marketing and sales, product, personnel information, third party confidential information and customer lists.

The recipient undertakes to use the information exclusively for purposes within this agreement.

(2) Information shall not be considered confidential if

- (a) they were already publicly known at the time of transmission or become publicly known after transmission without breach of contract,
- (b) they were already in the possession of the receiving Party at the time of transmission,
- (c) they are provided to the recipient by a third party in a lawful manner and without the obligation of confidentiality or
- (d) the recipient proves to the other party within one week of receipt of the confidential information that the information was already known to him before receipt.

§ 2 Obligations

(1) Confidential information may be used by the recipient only for the project specified in the preamble.

(2) The recipient of confidential information shall treat it confidentially, in particular

- (a) not disclose them to third parties or otherwise disseminate or publish them,
- (b) leave them only to those of its in-house staff who need to know them for the project.

(3) The recipient of confidential information shall impose an appropriate obligation on the employees to whom it provides the confidential information to keep secret any confidential information made available to them.

(4) Disclosure of the information to third parties: Both parties to the contract shall further ensure that both they themselves and third parties shall only obtain knowledge of such confidential information as is necessary for the performance of their tasks. This does not include information that has been obtained obviously or in a legally permissible manner by the other contracting party.

(5) The above obligations of the recipient to keep confidential information secret shall apply for the duration of this contract and for a further period of 3 years after its termination.

§ 3 Production of copies/return

(1) The recipient who has received confidential information may make copies or reproductions thereof only to the extent reasonably necessary for the project.

(2) The recipient must return all documents and confidential information received, in particular - but not exclusively - all data, data carriers and business files and all transcripts, extracts, copies and data carriers made thereof, without delay at the first request of the creators and must confirm in writing that all stored confidential information has been deleted. After termination of use for the agreed purpose, no copies, extracts and transcripts may remain with the recipient of the confidential information. Furthermore, any retention right of the recipient of the secret is expressly excluded. The

further use or exploitation of such information, data, business files and the like and copies, extracts, data carriers and copies thereof by the recipient of the secret, whether for himself or for third parties, is not permitted.

§ 4 Contractual penalty

For each case of violation of the provisions of this contract, the recipient undertakes to pay a contractual penalty of 10% or the estimated volume or at least of the amount of 2500 EUR. The assertion of further claims is not affected by this provision.

§ 5 Severability clause

If any provision of this contract is or becomes invalid, the validity of the remaining provisions shall not be affected thereby. The parties shall replace the invalid provisions by a provision which comes closest to the intended purpose. The same applies to contractual loopholes.

§ 6 Final provisions

- (1) Oral subsidiary agreements to this contract have not been made. Amendments and supplements to the contract may be made at any time by mutual agreement and must be made in writing. That means e-mail or a scan is not sufficient. This also applies to the cancellation of the written form requirement.
- (2) German law applies to all claims arising from and in connection with this agreement. In the event of disputes, the parties shall endeavour to reach an amicable settlement.
- (3) For all disputes arising out of or in connection with this agreement, the jurisdiction of the German court is agreed. The place of jurisdiction is thus Bonn (Germany).

Place, Date

Munich 22 March 2022



Carolin Kreuder

COO

IU Internationale Hochschule GmbH

Place, Date

Chandigarh, India. 21st March 2022



Sanjeev Sahni

Vice President-OiA

Chitkara University-India