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Non Disclosure Agreement

between

HR&S, Ravenna, Italy

represented by its President, Prof. Giorgio Noera

Address: Via S.ta Lucia 30, 48024 Massa Lombarda (RA), Italy

and

SVYASA University Bangalore (India)

represented by its Chancellor, Dr. H.R. Nagendra,

S-VYASA Yoga University, recognised by Govt. of India UGC, New Delhi, located in Bengaluru, India,

Whereas

the parties hereto intend to cooperate in the field of

Health related Research & Industrialization

Prior to said cooperation it may become necessary for confidential information to be disclosed among the parties hereto. To protect the interests of the parties hereto, said information is to be subject to general secrecy and confidentiality. This agreement shall also be valid and effective in the event that the intended cooperation does not come about.

§ 1 Definitions

INFORMATION shall mean any and all items of information and documents relating to the intended cooperation which the parties hereto mutually disclose in writing, verbally or in any other manner and which prior to the time of its disclosure is conspicuously marked as confidential or, in case of information disclosed in oral or visual form, identified by the disclosing party as confidential, followed by a written confirmation delivered to the receiving party within fifteen (15) days after its original disclosure indicating the date of disclosure and summarizing the information disclosed, if not documented sufficiently via Annex A beforehand.

INFORMATION shall include, in particular, data, drawings, drafts, outline drawings, plans, descriptions, specifications, measurement results, calculations, processes, empirical data, procedures, samples, records, concepts, inventions and knowledge including secret expertise, as well as applications for industrial property rights as yet unpublished.

§ 2 Duty to observe secrecy

The parties hereto mutually undertake to treat all INFORMATION of the other party in strict secrecy and to take all precautionary measures to prevent third parties from obtaining knowledge of said INFORMATION. The parties hereto shall disclose said INFORMATION of the other party only to those of their members and associates who are obliged to maintain strict secrecy in accordance with this agreement.

The duty to observe secrecy shall also extend to affiliated companies, licensees, consultants or customers. If a party wishes to transfer INFORMATION of the other party to these third parties, the receiving party shall obtain the prior consent in writing by the providing party allowing the transmission of said INFORMATION. In the event that consent is granted the transferring party remains responsible for such third party's compliance with the provisions of this confidentiality agreement.

§ 3 Exceptions to the duty to observe secrecy

The duty to observe secrecy and confidentiality of information shall not apply to INFORMATION which is shown to

- have been known by the receiving party prior to receiving said INFORMATION, or
- have been in the general public domain at the date of receiving, or which becomes publicly accessible later without infringement of the duties agreed herein, or
- have been independently worked out by the receiving party or which has been lawfully obtained from third parties.
- Under the orders of the Government / Court of Law

The burden of proof showing that the above exceptions prevail shall be incumbent upon the receiving party.

§ 4 Limitation of use

The parties hereto undertake to use said INFORMATION solely for evaluation with respect to a potential future cooperation. The agreement does not establish any license rights or other rights of use by one party hereto in the INFORMATION provided by the other party. In particular, such INFORMATION received does not establish any right of

prior use by the recipient under § 12 PatG (Patent Law) or similar foreign laws. The recipient undertakes not to use or publish the INFORMATION disclosed without the express consent of the disclosing party given in writing and, in particular, not to apply for industrial property rights for said INFORMATION. The disclosing party hereto reserves the right to register the disclosed INFORMATION or parts thereof as industrial property right.

§ 5 Treatment of INFORMATION

Any and all INFORMATION including letters, data media, materials and other documents relating thereto and entrusted to the receiving party shall remain the property of the disclosing party. The parties hereto mutually undertake, at the disclosing party's request, to return any and all letters, data media, materials and other documents to the disclosing party at the latest at the date of expiry of this agreement and to destroy any copies thereof. If needed for the recording of ongoing obligations, the recipient may however request to keep a copy for internal archival purposes only.

§ 6 Limitation of obligations

This agreement shall not give rise to the obligation of transmitting special INFORMATION or of granting a party hereto licenses for industrial property rights or copyrights going beyond the right of use stipulated herein.

§ 7 Warranty and Liability

The parties do not assume any warranty or liability in respect of the accuracy, completeness or usability of the INFORMATION or whether the INFORMATION does not infringe any third party rights.

§ 8 Term of the agreement and termination

This agreement shall become effective upon signature and shall also apply to INFORMATION disclosed prior to the effective date. The contract ends upon achievement of the purpose mentioned above (evaluation of the intended cooperation). This agreement may be terminated prior to achievement of the purpose by giving a 30-day written notice. The obligations set forth under this agreement shall be binding throughout the term of this agreement and remain in force for a period of five (5) years from the date of its expiration or termination.

§ 9 Governing law

This agreement shall be subject to, and be construed with, in accordance with Italian law, without giving effect to its rules of conflict laws.

§ 10 Form requirements

Changes and amendments to this agreement must be made in writing to be effective. Collateral agreements have not been made.

§ 11 Ineffective provisions

If any provision of this agreement is deemed to be, or becomes, invalid or ineffective, the remaining provisions will remain in full force and effect. The parties undertake to replace such invalid or ineffective provision by a provision which is valid in law and which best reflects the intention of the parties if they had been aware of the invalidity/ ineffectiveness of the provision. The same shall apply to any omissions herein.

* * * * *

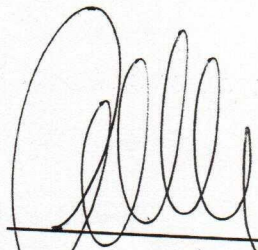
HR&S, Ravenna, Italy

Prof. Giorgio Noera
President, HR&S
Authorized Signature

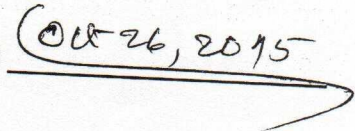


Dr. H.R. Nāgendra,
Chancellor, S-VYASA
Authorized Signature
Institution

Ravenna, dated


26/10/2015

Bangalore, dated

Oct 26, 2015


NOTICE: ORAL INFORMATION SHALL BE DOCUMENTED SEPARATELY IN AN ADEQUATE MANNER (see Annex).

Annex A NDA (Document Nr.: OCT 26_DOC_001)

The participant hereby certify the adherence to the regulations of the Confidentiality Disclosure Agreement

Participant: (Name, Function)	Institution: (Address)	Date and Signature
1		
2		
3		
4		
5		
Street, number, City, Country		
Confidential Information	Donor Name/ Signature	Recipient Name/ Signature

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