

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(THE "AGREEMENT")**

BETWEEN

Clinsearch Healthcare Solutions Pvt Ltd, a company incorporated in India, under Indian Companies Act, 1956, and having its registered office at 401, 4th Floor, Building No. 3, Highland Arcade (Park), Behind 'D' Mart, Kolshet Road, Off Ghodbunder Road, Dhokali, Thane (W) 400 607 Maharashtra-India,

AND

Dr. P N Khandelwal (Principal Investigator) Prof. & Head of Pharmacology Department, having its address at, MGM Medical College, Sector 1, Kamothe, Navi Mumbai – 410209, Maharashtra (India), (RECIPIENT) are willing and agree to disclose to each other certain confidential, non-public information concerning each other's proprietary products, technology, business plans, financials, capitalization, facilities, business records data, test results and any other proprietary, non-public information prepared by or for each of them (the "Confidential Information"). All material that is written, in hard media, digital or other format shall automatically be considered as Confidential Information. If the information is disclosed orally, then it shall be deemed to be Confidential Information if the disclosure is reduced to writing, marked "CONFIDENTIAL" and delivered to the Recipient within thirty (30) days of the date of disclosure. A party disclosing Confidential Information shall be referred to as the "Discloser" and the party receiving Confidential Information shall be referred to as the "Recipient".

The term "Recipient" includes the respective companies and their subsidiaries, successors, assigns, legal representatives, affiliates, employees, agents, servants, advisors, attorneys, accountants, and consultants (hereinafter sometimes referred to as the "Representatives"), all of whom agree to be bound by the terms and conditions of this Agreement.

The purpose of this Agreement is for the parties to consider a potential business relationship. Each party understands that the other party has disclosed or intends to disclose Confidential Information to the other. The Recipient agrees that she/he will not use Confidential Information received from a Discloser, or any other party, for the purpose of discovering an invention whether patentable or not; patenting material or any improvement thereon; copyrighting material; or securing any trade secrets or other intellectual property rights. In that context, Recipient understands and agrees that she/he will not, for him /herself or in conjunction with others, directly or indirectly, test, modify, manipulate, research, create a derivative including, but not limited to performing activities to understand structural activity relationships, mechanism activity relationships or mechanism of action of particular compounds, reverse engineer, replicate the Confidential Information, or otherwise work with or manipulate the Confidential Information in an effort to understand the Discloser's proprietary technology or learn information not explicitly stated in the Confidential Information.

Such testing, manipulation, replication, work, reverse engineering, or other research may only be undertaken and conducted through negotiated transactional documents which are mutually accepted, executed, and delivered by the parties. This Agreement is not a transactional document. The Recipient shall be liable for any and all direct and indirect damages, costs and expenses resulting from any violation of the above paragraph including, without limitation, reasonable attorneys' fees and disbursements, consequential damages, and lost profits.

In consideration of the willingness of Discloser and the Recipient to disclose their respective Confidential Information to each other, and in recognition of the confidential nature thereof, Discloser and the Recipient hereby each agree that the Confidential Information received from the other, will be kept strictly confidential and will be used solely for the purpose stated in this Agreement and will not be disclosed, distributed or disseminated to any person, firm or entity other than a Representative without the prior written consent of the Discloser. The Discloser and the Recipient agree that they will be responsible for any violation of this Agreement by a Representative and that their Representatives

shall keep such Confidential Information confidential. Prior to disclosing Confidential Information to a Representative, the Discloser shall: (i) inform the Representative that the information constitutes Confidential Information, (ii) that the Confidential Information is being provided in accordance with the terms and conditions of this Agreement and (iii) that the Representative is, by accepting the Confidential Information, bound by and subject to the terms and conditions of the Agreement. Further, Discloser and the Recipient agree to take such steps to protect and maintain the security and confidentiality of the Confidential Information as the Discloser and the Recipient would take in the case of their own confidential business information.

The Recipient agrees to notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient or his/her Representatives and will cooperate with the Discloser in every reasonable way to help the Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

The restraint on confidentiality provided herein shall not apply to any Confidential Information which:

- a. Is or subsequently becomes part of the public domain through no fault of either the Discloser or the Recipient; or
- b. Was known by the Discloser or the Recipient at the time of disclosure and such prior knowledge can be demonstrated by the Discloser or the Recipient through written records; or
- c. Is required by law to be disclosed, after notice to the Discloser or the Recipient and an opportunity for the Discloser or the Recipient to seek injunctive relief and/or an appropriate Protective Order.

Notwithstanding the foregoing, any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Recipient unless the combination itself and principle of operation are published or available to the general public or are in the rightful possession of the Recipient.

All Confidential Information, whether created by the Discloser or the Recipient, shall remain the property of Discloser, and no license or other rights to such Discloser's Confidential Information is granted or implied hereby. All Confidential Information is being delivered "AS IS" without any representations or warranties, and none are intended or implied.

It is agreed and understood that all documents and other materials which embody the Confidential Information will be returned to the Discloser immediately upon request, and no copies, extracts or other reproductions shall be retained by the Recipient or the Representatives, except that one copy may be retained by the Recipient's legal counsel to ascertain compliance with this Agreement.

The Discloser and the Recipient agree that money damages will not be a sufficient remedy for any breach of this Agreement by the other or their Representatives, and the Discloser or the Recipient, as the case may be, shall be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

This Agreement shall be governed by, and construed in accordance with, the laws of India and to be performed within India. The parties represent and warrant to each other that the individual signing on their respective behalf has been duly authorized and empowered to execute and deliver this Agreement, and the Agreement, when fully signed and delivered, is binding on Discloser and the Recipient.

Agreement is being executed in multiple copies each of which shall be deemed to be an original, under seal, this 08-08-2022

For,

Clinsearch Healthcare Solutions Pvt. Ltd.

Name: Dr. Deepak Langade

Title: Director



This Agreement and its terms and conditions are hereby acknowledged, accepted, and agreed to:

Signature:



Name: **Dr. P N Khandelwal**

Title: Prof. & Head of Pharmacology,

Address: MGM Medical College,
Sector 1, Kamothe,
Navi Mumbai – 410209,
Maharashtra (India),

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209