

Confidentiality Disclosure Agreement

THIS AGREEMENT (the "Agreement") is entered into on this day of 27 Aug 2024 by and between Abiogenesis Clinpharm Private Limited having its office at 2nd Floor, Plot No 69, D No. 8-2-248/117/69, Nagarjuna Hills, Punjagutta, Hyderabad-500082, Telangana, India - (the "Disclosing Party"), and M.G.M. Medical College, Hospital, Kamothe, Navimumbai, 410209 (The "Receiving Party").

The Receiving Party and Disclosing Party hereto desires to participate in discussions regarding offering of clinical trial site for the Clinical Study titled "**A Prospective, Multi-centre, Open Label, Single-Arm, Non-interventional Observational Focused Pharmacovigilance Study to assess the safety of Remitem® in Indian patients**". During these discussions, Both Parties may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is, hereby UNDERTAKE, ACKNOWLEDGE AND AGREE AS FOLLOWS.

1. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party (or that of their customers, affiliated companies and subsidiaries) and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed.
2. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information. Provided that the receiving Party forthwith provides written notice of such required disclosure to the disclosing Party to the extent reasonably practicable and takes reasonable and lawful actions as requested by the disclosing Party to avoid and/or minimize the extent of such disclosure.
3. From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.
4. Nothing contained in this Agreement shall be construed as granting a license in the Confidential Information or an obligation to enter into any further agreement relating to the Confidential Information.
5. This Agreement shall remain in effect for a two-year term (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the second year) from the Effective Date, and maybe terminated by either Party with prior written notice of thirty (30) days. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.
6. Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. And upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).
7. Receiving Party will notify the disclosing Party immediately upon discovery of any breach of this Agreement by the receiving Party or its Representatives, and will cooperate in every reasonable way to prevent further breach. Receiving Party acknowledges that any breach of this Agreement would irreparably harm the disclosing Party and disclosing Party shall be entitled to seek injunctive relief against the receiving Party and its Representative. The

remedies provided shall not be construed as limited but shall be inclusive of all other remedies that are available to the parties in law.

8. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control
9. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
10. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. This Agreement shall be constructed in accordance with the laws of India for agreements executed with in Hyderabad, Telangana between residents of Hyderabad, Telangana and all matters related to this Agreement shall have exclusive venue in the courts of Hyderabad, Telangana, India. The Parties agree to the jurisdiction of such courts
11. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
12. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
13. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
14. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
15. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.
16. This Agreement and any amendment hereto may be signed in counterparts, each one of which shall be deemed an original, notwithstanding the variants in format or file designation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

By: Abiogenesis Clinpharm Pvt Ltd

Name: Chikku A Joseph

Title: COO

Dean
MGM Medical College & Hospital
Kamotha, Davi Mumbai-410209

Receiving Party

By:

Name:

Title:

Dr. Deepika Sathe
MD DA Anaesthesiology
MMC No.: 2007083250
Professor

Department of Anaesthesiology
MGM Medical College & Hospital

Confidential and proprietary information of ABIOGENESIS CLINPHARM