

## MASTER NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT – OUS-OEU

This agreement ("Agreement") is made effective as of 18-JUN-2024 by and between Medpace, Inc., a contract research organization, with its primary place of business located at 5375 Medpace Way, Cincinnati, OH 45227 ("Medpace") and its Affiliates, and MGM Medical College & Teaching Hospital with its primary place of business located at Sector 1, Kamothe, Navi Mumbai, in reference to Institution's possible participation in one or more of Medpace's clients' protocols ("Protocol"). Medpace's clients are collectively referred to herein as sponsor ("Sponsor"). Each Protocol fully details the clinical research activities and responsibilities to be undertaken. "Affiliate" means in relation to a party, any entity, directly or indirectly, controlling such party, controlled by such party, or under common control with such party.

The parties may, from time to time, disclose certain confidential information ("Confidential Information"), as defined below, to each other for the purpose of evaluating Institution's possible participation in one or more Protocols ("Purpose"), and a Sponsor may disclose Confidential Information directly to Institution in furtherance of the Purpose. Such Confidential Information shall include, but shall not be limited to, any and all information which relates to or involves the Protocol, proprietary ideas, patentable ideas, products, services, clinical study details, proposals, processes, standard operating procedures, protocols, plans, business plans, programs, analyses, drawings, renderings, technology, data, clinical documents, technical information, scientific information, know-how, strategic plans, forecasts, financial information, customer information, costs, pricing, marketing information, sponsor, vendor, or supplier information, models, or anything that by its nature would be understood by a reasonable person to be confidential whether or not so marked. Confidential Information includes not only written information, but all information transferred orally, visually, electronically, or by any other means. Each party will maintain in strict confidence, and will not use or disclose, except as expressly permitted for the Purpose under the terms of this Agreement, any Confidential Information received from the other party or Sponsor to third parties for a period of five (5) years from receipt thereof, provided that the recipient party's obligation shall not apply to Confidential Information that is:

1. Already in the recipient party's possession at the time of disclosure thereof;
2. Or later becomes part of the public domain through no fault of the recipient party;
3. Received from a third party having no obligations of confidentiality to the disclosing party;
4. Independently developed by the recipient party; or
5. Required by law or regulation to be disclosed.

In the event that Confidential Information is required to be disclosed pursuant to subsection 5., the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

Confidential Information shall not be deemed to be within the foregoing exceptions merely because the Confidential Information is embraced by more generalized disclosures in the public domain or in the possession of the recipient party. Additionally, a combination of Confidential Information will not be deemed to fall within any of the exceptions set forth above simply because each of the elements is itself included within an exception if the significance of the combination does not fall within any of the exceptions.

Each party agrees to use the same degree of care to maintain the confidentiality of all Confidential Information received from the other party that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use less than reasonable care. All rights, including, but not limited to, patent rights and trade secrets in the Confidential Information and materials shall remain the property of the disclosing party.

Institution agrees that individuals, including but not limited to its officers, directors, employees and the principal investigator, to which it gives access to the Confidential Information have a need to know the Confidential Information for the Purpose and are bound to confidentiality and nondisclosure obligations which are no less restrictive than the terms of this Agreement.

Institution agrees that Medpace may compile a database of information from Institution and its personnel, for use in connection with the Study (including but not limited to principal investigator name, site address, feasibility questionnaires, CVs, licenses, medical specialties, participation in clinical trials, financial disclosure forms) and may use this information for the feasibility of potential involvement with different clinical studies, to support applications for

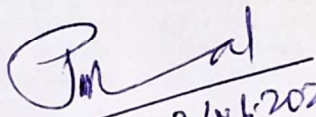
approval of study medications, and for research related to the development of pharmaceutical products, diagnostics, or medical devices. The information may be disclosed to the Sponsor of the respective study, third party vendors engaged by Medpace or the Sponsor, or relevant regulatory authorities (including any public clinical trial registries). Institution shall have secured any necessary consents from its personnel to allow for this sharing of information.

As some Medpace studies are being conducted worldwide, the personal information may be transferred outside the country of origin to the United States and other countries that may not provide the same level of data protection as the country of origin. In order to provide for the protection of personal data, Medpace has established policies and procedures governing the security of and limited access to this data that are uniform throughout Medpace and its affiliates and comply with the standards of personal data protection applicable within the country of origin. In accordance with the laws pertaining to the protection of personal data, the individuals' whose data is collected have a right to access, to modify, to rectify and to suppress their personal data, simply by requesting it to the attention of the Medpace Privacy Officer at [privacy@Medpace.com](mailto:privacy@Medpace.com), or to the following address: Medpace Privacy Officer, Medpace, Inc., 5375 Medpace Way, Cincinnati, Ohio 45227.

This Agreement shall be governed by and construed in accordance with the laws of //Country Where Site Is Located//.

Medpace and Institution are entering into this Agreement with each other with the understanding that neither party will be obligated to enter into any further agreement with the other party. Nothing in this Agreement shall be construed as granting a license to Medpace or Institution. None of the terms of this Agreement shall be amended except in writing signed by both parties. The parties have caused this Agreement to be executed by their duly authorized representatives.

**Institution Representative**

  
24/6/2024

Sign and Date

Dr Prakash Khandelwal

Head of Dept of Pharmacology, MGM Medical College, Kamothe, Navi Mumbai

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

Sign and Date

Dr G. S. Narshetty

Dean, MGM Medical College, Kamothe, Navi Mumbai



**Medpace, Inc.**



Sign

Pramod Kashid

Name (Please print)

Electronically signed by: Pramod Kashid  
Reason: Approved  
Date: Jun 18, 2024 12:49 GMT+8

18-Jun-2024

Date

Executive Director, Clinical Trial Management

Title

**Dean**  
**MGM Medical College & Hospital**  
**Kamothe, Navi Mumbai-410209**