

Sun Pharmaceutical Industries Ltd.
Sun House, Plot No. 201 B/1,
Western Express Highway, Goregaon (E),
Mumbai - 400 063, Maharashtra, INDIA.
Tel. : (91-22) 4324 4324
Fax : (91-22) 4324 4343
Website : www.sunpharma.com
CIN : L24230GJ1993PLC019050



CONFIDENTIALITY DISCLOSURE AGREEMENT

This Agreement is made by and between:

Sun Pharmaceutical Industries Ltd. (SPIL), a company registered under the Companies Act, 1956 having its registered office at SPARC, Tandalja, Vadodara-390012, Gujarat, India.

And

Investigator's Name: *Dr. Sushil Kumar*

Designation, Institute's Name, Address: *Prof. and HOD (Obstetrics and Gynaecology), MGM Medical College & Hospital, Sector 1, Kamothe, Wadi Mumbai, Raigad, Maharashtra 420209.*

Each party to this Agreement has agreed to disclose to the other certain confidential and proprietary information in order to evaluate the possibility of entering into a possible business relationship under which the parties may enter into the licensing agreement for Clinical Study of "A Prospective, Randomized, Multi-Center, Parallel-Group, Assessor-Blind, Active Controlled, Phase III Study to Assess the Efficacy and Safety of Fixed Dose Combination of Relugolix, Ethinyl Estradiol, and Norethindrone Acetate in Comparison to Leuprolide in Menorrhagia Associated With Uterine Fibroids (ICR/23/001).

IT IS AGREED:

1. The parties will exchange confidential information on the following terms:
 - (a) The disclosure of confidential information by either party will be received and held in confidence by the recipient; and
 - (b) Both parties shall use their best efforts to ensure that all of their employees, consultants, representatives to whom the confidential information and/or the nature and purpose of this agreement is disclosed take all reasonable precautions to safeguard and preserve the confidential information and the nature and purpose of the agreement; and
 - (c) The recipient will take such steps as may be reasonably necessary to prevent the disclosure of confidential information to others; and
 - (d) The recipient will not commercially utilize Confidential information without first having obtained the disclosing party's written consent to such utilization; and
 - (e) All obligations under this agreement will expire fifteen (15) years after the date of signature of the investigator
2. The obligations set forth in Section 1 above shall not extend to any portion of Confidential Information:

- (a) Which is known to the recipient prior to disclosure or is information generally available to the public; or
- (b) Which, subsequent to disclosure and through no act on the part of the recipient, becomes information generally available to the public; or
- (c) Which is furnished to the recipient on a non-confidential basis by any third party having a legal right to do so; or
- (d) Which the recipient can demonstrate was developed by the recipient independently of the disclosure of Confidential Information by the disclosing party; or
- (e) Whose disclosure is required by any competent court, law, regulation, government agency, administration or legal order so long as the Party required to reveal the Confidential Information, provide the other party with prior notice of this order or requirement.

3. Following expiration of the obligations set forth in Section 1 above, the recipient shall be free of any express or implied obligations under this Agreement restricting disclosure and use of such information. However, nothing in this Agreement constitutes the grant by the disclosing party of a license, immunity or other right to or under any patents.

4. Upon request by the disclosing party, the recipient will return the Confidential Information (with the exception of a single copy thereof which may be kept in the legal files of the recipient) and destroy all documents, drawings, sketches, models, designs, data, memoranda, tapes, records and any other material developed by the recipient relating to the Confidential Information.

5. It is understood and agreed between the parties that property in the information and in any design right, copyright, patent or any other intellectual property right embodied therein shall be and shall remain vested in the party to whom it originally belonged.

6. This agreement shall be governed by the laws of India. Any dispute under this Agreement shall be decided in the courts of Mumbai within the state of India.

Signature of
Investigator



Name

Dr SUSHIL KUMAR

Place

Navi Mumbai

Date

10/5/2023

Stamp

DR. SUSHIL KUMAR
MBBS, MD.
Prof. & HOD, OBS/GYN
MGM Hospital, Sector - 4E, Kalamboli,
Navi Mumbai - 410 218.
MMC Registration - 20/5/09/4879

Signature of Sponsor's
Authorized Signatory



Name

Mr. Rajesh Gaikwad
(Deputy General Manager-
India Clinical Research)

Place

Mumbai

Date

30/JAN/2023

Stamp

