

MUTUAL CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

CPPL/CDA/0221/4

THIS AGREEMENT is entered into this **15 February 2021** (the "Effective Date"), by and between **Cyclone Pharmaceuticals Pvt. Ltd.**, having a place of business at **202, Sai Heritage, Lane No 6 , Tingare Nagar pune** on behalf of itself and its Affiliates (collectively, "Company") after referred to as "Consultant", and **Valaji Pharma Chem** having a place of business **Plot No. 475, Luna, Vadodara , Gujarat 391440** on behalf of itself and its Affiliates (collectively, "Company") here in after referred to as "Client".

Consultant and Client may hereinafter be referred to as a "Party" or the "Parties".

WHEREAS, the Parties wish to assess a potential business relationship related to Regulatory Services.

WHEREAS, in connection with the Purpose, the Parties may disclose to each other certain proprietary and confidential information and trade secret.

NOW, THEREFORE, in consideration of each Party's undertakings hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- 1. Definitions.** For the purpose of this Agreement, "Confidential Information" shall mean any business or technical information, tangible or intangible (including, without limitation, trade secrets; inventions and ideas; technical data and specifications; know-how; formulae; processes; designs, methods; samples, specimens, or physical materials; testing methods; business or financial information; research and development results; product and marketing plans; and customer and supplier information) that is furnished by one Party or any of its Affiliates (defined below) to the other Party, regardless of whether such information is in written, oral, electronic, physical, or other form. All such Confidential Information will be marked "Confidential" at the time of disclosure if disclosed in writing or, if not disclosed in writing, it will be identified by Disclosing Party (as hereinafter defined) as confidential at the time of disclosure, then reduced to writing, marked "Confidential" and sent to Receiving Party (as hereinafter defined) within thirty(30) days of the original disclosure. This Agreement shall include Confidential Information acquired by a Party during any and all tours of the other Party's facilities. Not by way of limitation of the foregoing, it is acknowledged and agreed that samples, models, both digital and physical, and prototypes of products, and any parts thereof, together with any process diagrams related thereto, embody, and are included within the definition of, the Confidential Information and, further, may constitute the trade secrets under applicable law. "Affiliate," with respect to a Party, shall mean any company which, directly or indirectly, controls or is controlled by or is under common control with such Party by means of ownership of more than fifty percent (50%) of the voting stock or similar interest in said Party.
- 2. Disclosure.** Each Party disclosing information (a "Disclosing Party") will make Confidential Information available to the other Party (a "Receiving Party") to the extent that Disclosing Party, at its sole discretion, reasonably considers appropriate for the Purpose.
- 3. Obligation of Confidentiality and Non-Use.** Receiving Party agrees to use the Confidential

Information only for the Purpose and for such other purpose which Disclosing Party authorizes in writing and not for any other purpose whatsoever. Receiving Party shall not use the Confidential Information in any manner which is detrimental to Disclosing Party. Receiving Party shall not reverse engineer, de-compile, disassemble, or otherwise attempt to analyze the structure, function, or operation of the Confidential Information. Receiving Party also agrees that it shall limit dissemination of the Confidential Information only to those of its employees, agents, consultants, and affiliates (“Representatives”) who have a need to know in relation to the Purpose. Receiving Party shall inform all such Representatives of the confidential nature of the Confidential Information. Receiving Party further agrees that it shall use the same degree of care to protect the Confidential Information as Receiving Party uses to protect its own proprietary information, which in any event shall be no less than a reasonable degree of care, and to prevent communication of any Confidential Information, or any portion thereof, to any third party. Receiving Party shall take adequate steps to ensure that any such Affiliate, Representative, or related entity to which Receiving Party discloses any Confidential Information is bound to protect such Confidential Information in accordance with the terms of this Agreement prior to any such disclosure and Receiving Party shall be responsible for such disclosure. Receiving Party shall maintain the Confidential Information of Disclosing Party and otherwise comply with the provisions of this Section 3 for a period of seven (7) years from the date of expiration or termination of this Agreement. In the event of any unauthorized access or disclosure of the Confidential Information, Receiving Party shall provide the Disclosing Party with immediate notice thereof, providing in reasonable detail the circumstances and persons involved.

4. **Permitted Exceptions.** The obligations of Receiving Party, contained in Section 3 above, shall not apply to any Confidential Information which:
 - A. Receiving Party can show was already lawfully known to Receiving Party prior to its receipt of the Confidential Information; or
 - B. Receiving Party can show was independently developed by Receiving Party without use of, or reliance upon, any of the Confidential Information; or
 - C. Is publicly available or becomes publicly available without a breach of this Agreement by Receiving Party; or
 - D. Is rightfully received by Receiving Party from a third party who is not under a duty of confidentiality to Disclosing Party; or
 - E. Is disclosed by Receiving Party with Disclosing Party’s prior written approval; or
 - F. Is disclosed pursuant to any judicial or governmental requirement or order; provided that Receiving Party takes all reasonable steps to give Disclosing Party sufficient prior notice in order to seek a protective order or contest such requirement or order.
5. **Termination.** This Agreement shall commence as of the Effective Date and shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) days prior written notice to the other Party hereto. Receiving Party’s obligations under this Agreement, with respect to any Confidential Information received by Receiving Party during the term of this Agreement, shall survive any termination hereof for seven (7) years.
6. **Return of Information.** Within ten (10) days of termination of this Agreement, and at the direction of Disclosing Party, Receiving Party agrees to either return to Disclosing Party or destroy (and certify such destruction in writing) all Confidential Information, and all copies thereof as well as all notes, documents, summaries and other recordings of the Confidential Information then in its

possession. Receiving Party may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement, subject to Sections 3 and 4 above.

7. **No Grant of License.** This Agreement imposes no obligation on either Party to disclose any of its Confidential Information to the other Party hereto, or to make any use of Confidential Information which it receives from the other Party. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. Nothing in this Agreement shall be construed to convey to Receiving Party any right, title or interest in any Confidential Information, or any license to use, sell, distribute, exploit, copy or further develop the Confidential Information in any way. Furthermore, no license is hereby granted or implied to Receiving Party under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other intellectual property right in which Disclosing Party has any right, title or interest. Nothing herein shall in any way affect the present or prospective rights of the Parties hereto under the patent, copyright or other intellectual property laws of any country.
8. Receiving Party agrees that any breach of Receiving Party's obligations under this Agreement with respect to the Confidential Information may cause serious and irreparable damage to Disclosing Party, the exact amount of which would be difficult to ascertain. Consequently, Receiving Party agrees that in the event of such a breach or threatened breach, Disclosing Party shall be entitled as a matter of right to seek immediate injunctive relief or specific performance, and that these remedies shall be in addition to, and not in lieu of, any other remedies which may be available to Disclosing Party in law or in equity.
9. THE DISCLOSING PARTY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. The Disclosing Party accepts no responsibility for any expenses, losses or actions incurred or undertaken by the Receiving Party as a result of the Receiving Party's receipt or use of the Confidential Information.
10. **No Waiver.** The failure of Disclosing Party to enforce any of its rights under this Agreement or to take action against Receiving Party in the event of any breach by Receiving Party hereunder shall not be deemed a waiver by Disclosing Party as to any subsequent enforcement of rights or subsequent actions in the event of a future breach.
11. **No Agency; Binding Effect.** This Agreement does not create any agency, partnership or joint venture relationship between the Parties hereto. This Agreement shall be binding upon and enforceable by the Parties hereto, including their respective successors and assigns. Neither Party shall assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party hereto.
12. **Governing Law; Exclusive Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the Republic of India, excluding its conflicts of law provisions. Any dispute arising out of or in connection with this Agreement shall be exclusively settled by an arbitration administered by the International Chamber of Commerce (the "ICC") under the ICC Rules of Arbitration by an arbitration tribunal consisting of three (3) Arbitrators under and in accordance with the ICC Rules on Arbitration. Such Arbitration Proceedings shall take place in Pune, India, and be conducted in the English language. Any award of the Arbitral Tribunal shall be final and binding upon the parties to the Arbitration, may be enforced in any court of competent jurisdiction, and judgment thereon may be entered in any court of competent jurisdiction.

13. **Severability.** In the event any terms or provisions of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions hereof.
14. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. Any additions or modifications to this Agreement shall not be effective unless made in writing and signed by authorized representatives of the Parties.
15. **Counterparts.** For the convenience of the parties, this Agreement may be executed electronically by email or facsimile transmission of signature pages, and in any number of counterparts, each of which shall be deemed to be an original and which, taken together, constitute one and the same agreement binding on both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The Pharmaceutical/Regulatory Consultant	The Company/Contract Giver/Client
Cyclone Pharmaceuticals Pvt. Ltd.	Valaji Pharma Chem
Mr. Sachin Bhausahab Bhalekar Chief Consultant / Director	
Signature /Date - 15-02-2021   For Cyclone Pharmaceuticals Pvt. Ltd. Authorised Signatory	Signature /Date