

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement entered into on this the Friday, 24th February, 2023 by and between:

RV Lifesciences Limited, a company duly incorporated and existing under the laws of India, having its registered office at Plot No. II-19, MIDC Waluj Aurangabad- 431133, INDIA (hereinafter referred to as "RVLL" which expression shall unless repugnant to the context or otherwise include its parents, subsidiaries, affiliates, successors, assigns and legal representatives); and

Y. B. Chavan College of Pharmacy, a college registered under Section 2(f) in The University Grants Commission Act, 1956 under the laws of India, located at at DR. RAFIQ ZAKARIA CAMPUS, Dr Rafiq Zakaria Marg, Chatrapati, Rauza Baug, N 2, Cidco, Aurangabad, Maharashtra 431003 (hereinafter referred to as "YBCCOP" which expression shall unless repugnant to the context or otherwise include its parents, subsidiaries, affiliates, successors, permitted assigns and legal representatives)

(RV Lifesciences Limited and Y. B. Chavan College of Pharmacy are collectively called the "Parties", and individually as the "Party")



WHEREAS:

- A. The Parties believe that in order to explore a potential Industry Academia relationship amongst each other with regard to potential agreement with RVLL for undertaking part of development of generic pharmaceutical formulation and/ or analytical methods which can become a Thesis Project for students pursuing Master's or Doctoral degree in YBCCOP ("Purpose"), the Parties may need to disclose certain Confidential Information (as defined hereunder) to each other.
- B. The Parties have agreed to record in writing the terms and conditions for sharing the Confidential Information and the obligations of the YBCCOP for holding the same as confidential in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE DISCLOSURE OF THE CONFIDENTIAL INFORMATION, THE PARTIES AGREE AS UNDER:

1. DEFINITION.

- (A) "Confidential Information" is defined to mean and include:

- (a) All information and know-how whether in written, electronic or visual form, or in any other tangible or intangible form, relating to or developed by the RVLL and pertaining to the subject of this Agreement which is supplied directly or indirectly by RVLL to YBCCOP or comes in contact with (prior to execution or after the execution of this Agreement) the YBCCOP, whether or not marked confidential, private or otherwise, including but not limited to manufacturing or production information, technical details and specifications, know-how, data, formulae, techniques, drawings, equipment, methods, designs, projected financials, any computer programs and software (both source and object code), frameworks, process details, business models, marketing programs and plans, sales data, financial information, marketing information, business methods, business policies and procedures, pricing policies, intellectual property details, any information relating to existing or proposed business arrangements involving the RVLL or its affiliates, operating policies or manuals, financial records and any other financial, commercial, business or technical information relating to RVLL or any of its affiliates; and
- (b) Any information gleaned/obtained by the YBCCOP its visit to the premises or place of business of RVLL; and
- (c) Any personal data and
- (d) The terms and conditions of this Agreement and the existence of the discussions between RVLL and YBCCOP to which this Agreement pertains.

- (B) "Representative" means as to each Party, their directors, officers, employees, agents and advisors (including, without limitation, professional advisors like tax consultants, financial advisors, legal counsels and accountants)



2. DISCLOSURE RESTRICTIONS

The YBCCOP shall hold in confidence, and shall not disclose to any person (other than its Representatives in accordance with this paragraph and paragraph 3), any Confidential Information without the prior written consent of RVLL. YBCCOP shall disclose Confidential Information received by it under this Agreement only to its Representatives who

- (a) are actively and directly involved for the Purpose;
- (b) have agreed to maintain in confidence the Confidential Information disclosed hereunder in accordance with the terms and provisions of this Agreement; and
- (c) who have a need to know such Confidential Information for the Purposes and in the course of the performance of their duties and who are bound to protect the confidentiality of such Confidential Information. Subject to the provisions of paragraph 4, the YBCCOP also agrees that the Confidential Information shall not be utilized, either directly or indirectly, in any jurisdiction anywhere in the world without the express written consent of RVLL. Further, the YBCCOP shall not be permitted to introduce this Confidential Information as evidence into any third-party legal, quasi-legal or administrative proceeding in any jurisdiction anywhere in the world without the express written consent of the RVLL.

YBCCOP shall take due care and in no event shall take less than the degree of care as it accords its own Confidential Information to secure the confidentiality of the Confidential Information and take all steps as may be necessary to protect the confidentiality of the same, and if any requirements have been specified by the RVLL in relation to its Confidential Information, with no less care than as specified by the RVLL. YBCCOP agrees to cause its Representatives who receive Confidential Information to observe the requirements applicable to YBCCOP pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information set forth in this paragraph 2.

3. USE RESTRICTIONS

Receiving Party shall neither use RVLL's Confidential Information nor reproduce it except to the extent necessary for:

- (a) evaluations, negotiations, discussions and consultations with personnel or authorized Representatives of RVLL;
- (b) preparing estimates or proposals for submission to RVLL; or
- (c) any purpose RVLL may hereafter authorize in writing. YBCCOP shall not modify any materials made available to them from RVLL except as expressly authorized by RVLL. YBCCOP shall under no circumstances, make any copies of the Confidential Information, unless it is specifically authorised to do so in writing by RVLL. YBCCOP

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agrees to carry out the product or analytical development work as proposed by RVLL with the help of their students under technical guidance from RVLL and YBCCOP project guides. The results of any permitted evaluation and testing of such products shall be disclosed to the RVLL and considered Confidential Information unless otherwise mutually agreed. Any publications in the form of Review or Research Articles, Thesis, Dissertations, Paper or Poster Presentations in scientific conferences based on research work carried out under this agreement will have to be scrutinized by RVLL Head of R&D or Designee prior to submission to publication houses or conference organizers. In no case any of the research data generated under this agreement be posted in on-line discussion forums, social media, etc. by any of the representatives or students of YBCCOP. The research work done at YBCCOP and the data generated thereof under the projects given by RVLL will be proprietary information of RVLL.

4. LIMITATION ON OBLIGATIONS

YBCCOP shall have no obligations of confidentiality in respect of any particular portion of the Confidential Information if:

- (a) it is in the public domain at the time RVLL discloses it to Receiving Party; or
- (b) it enters the public domain, subsequent to the time of RVLL's disclosure and without any fault or disclosure or breach of this Agreement on the part of the YBCCOP; or
- (c) it was known to YBCCOP prior to the disclosure by RVLL, free of any obligation of confidence, as evidenced by YBCCOP's written records; or
- (d) YBCCOP obtains the same from a third party who is not bound by an obligation to maintain the confidentiality of such information;
- (e) YBCCOP developed the same independent of information received from RVLL, evidenced by written records;
- (f) YBCCOP is compelled by a Court of law or other judicial / quasi-judicial or administrative authority ("Judicial Authority") to disclose such Confidential Information, provided however, that in such case YBCCOP shall immediately give notice to RVLL so that RVLL may seek a protective order or other remedy from said Judicial Authority. In any event, YBCCOP shall disclose only that portion of the Confidential Information that is legally required to be disclosed and will exercise reasonable efforts to ensure that any such Confidential Information so disclosed will be accorded confidential treatment by said Judicial Authority.

Confidential Information shall not be deemed to be excluded from the application of Clauses 2 or 3 on the basis of one or more of the above-mentioned exceptions merely

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because such Confidential Information is related to or broadly covered by general disclosures in the public domain or general information in the possession of the YBCCOP prior to disclosure (as the case may be).

5. **RETURN OF MATERIALS**

All materials, whether tangible or intangible, including without limitation, documents, drawings, models, apparatus, sketches, designs, flow charts, listings, and software encoded on media furnished to YBCCOP by RVLL under this Agreement, and all copies made thereof shall be returned to RVLL promptly at its request or destroyed or deleted (if stored in computer, word processor, mobile telecommunications device or similar device) within 3 (three) days after receipt by YBCCOP of a written notice by RVLL requesting such return or destruction. In addition, all records, notes or other written material (or to the extent such material is contained in electronic form) created by YBCCOP related to or derived from RVLL's Confidential Information shall be returned over to RVLL promptly upon its request.

RVLL may require the YBCCOP to certify under its seal that it has fully complied with any instructions given by RVLL with respect to the return of the Confidential Information or the destruction thereof. YBCCOP acknowledges that the destruction, return, or deletion of any Confidential Information shall not release YBCCOP from its obligations contained in this Agreement.

6. **NO DISCLOSURE REQUIREMENT**

The extent of any disclosure made under this Agreement shall be at the sole discretion of RVLL.

7. **NON-BINDING:**

It is understood that this Agreement has been entered into solely for the purpose of exchange of Confidential Information and does not in any manner bind either of the Parties to enter into any future business relationship. Nothing in this Agreement shall be deemed to create any agency, partnership or joint venture between the Parties. This Agreement shall not oblige either Party to execute any further business arrangement or agreement with the other Party.

8. **AUTHORITY TO DISCLOSE:**

Each Party confirms to the other Party that it is duly authorized to enter into this Agreement and that any disclosures being made hereunder are not inconsistent with any of its respective outstanding contractual obligations.

9. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

The YBCCOP agrees that RVLL is and shall remain the exclusive owner of all its

Confidential Information, including without limitation, all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or any other right, including any right of ownership, is granted to YBCCOP by this Agreement or by any disclosure under this Agreement. Further, all information generated out of the use of the Confidential Information shall also be owned by the RVLL.

10. **REMEDIES**

All Confidential Information provided to YBCCOP by RVLL is its proprietary property. The YBCCOP acknowledges and agrees that the Confidential Information is of a special and unique character which gives it a peculiar value, and that any breach by YBCCOP of its obligations under this Agreement cannot be adequately compensated by damages in an action at law and may cause RVLL irreparable harm and injury. RVLL's Confidential Information is to be treated in accordance with the terms and restrictions set forth by the Agreement. YBCCOP will not use, disseminate or in any way disclose any Confidential Information of RVLL to any person, firm, or business, except to the extent allowed by the Agreement. RVLL reserves the right to pursue all remedies allowed to it by law, including injunctive relief, for all violations or threat of violation of the Agreement by the YBCCOP.

11. **INDEMNITY**

YBCCOP hereby agrees to indemnify and hold harmless and keep indemnified and held harmless RVLL and its Representatives including its directors, officers, employees, personnel, agents, representatives, consultants, contractors, sub-contractors and professional advisers from all losses, claims, damages, proceedings, expenses and / or liabilities of any nature whatsoever suffered or incurred by them as a result of a breach of the terms of this Agreement by YBCCOP and / or its Representatives.

12. **TERM.**

The term of this Agreement shall be a period of 10 years. The YBCCOP agrees that all Confidential Information received under this Agreement shall always be maintained in strict confidence, subject to the exceptions provided in Clause 4 of this Agreement.

13. **NOTICES.**

Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing, in English and shall be deemed to be given when delivered personally or five days after it is sent by registered or certified mail, postage prepaid, or one day after is sent by a reputable overnight carrier service (next-day

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delivery), and, in each case, to the address mentioned in the recitals to the Agreement.

14. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties relating to the subject matter hereof. This Agreement shall be binding upon the assigns and successors of each Party. No changes, modifications or amendments of any term shall be valid unless agreed upon by the Parties in writing. The waiver by either Party of a breach of any provisions of this Agreement shall be effective only if made in writing and shall not be construed as a waiver of any other breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement is found to be invalid or unenforceable by a Court of competent jurisdiction, then the offending provision shall not render any other provision of this Agreement invalid or unenforceable, and all other provisions shall remain in full force and effect and shall be enforceable, unless the provisions which have been found to be invalid or unenforceable would substantially affect the rights or obligations granted or undertaken by either Party. The Parties agree and undertake to amend the Agreement suitably to give effect to the foregoing.

15. SECURITIES LAWS.

The Parties hereby acknowledge that they are aware that the Securities Laws prohibit any person that has received from a publicly-traded company (RVLL being such company) material, non-public information (such as may be contained in the Confidential Information) from purchasing or selling securities of such publicly-traded company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

16. DATA PRIVACY.

Discloser shall not disclose any personally identifiable information. Notwithstanding the above, any personally identifiable information obtained from the other Party will be treated in accordance with all applicable data protection laws. Retention or handling of personally identifiable data, if any, that is received from RVLL.

17. GOVERNING LAW AND ARBITRATION.

- (A) This Agreement and performance here under shall be interpreted in accordance with and shall be governed by the laws of India without regard to conflict of law principles and subject to sub clause (B) below, the Parties hereby expressly agrees to have exclusive jurisdiction of the Courts of Mumbai alone, to the exclusion of the other Courts. (B) The Parties agree that any difference of opinion or dispute that may arise at any time during the period of Agreement and thereafter, the Parties would endeavor to resolve such disputes amicably. However, in case the Parties are unable to resolve

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the same amicably, such difference(s)/dispute(s) shall be referred to and finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall take place at **Mumbai, India**. The language of the proceedings, documentation and the award shall be English. The award shall be made in writing and shall be final and binding on the Parties. The Parties shall undertake to carry out the award without delay. The award may be made public only with the consent of both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement in duplicate by their duly authorized representatives as of the day and year first above written.

For RV Lifesciences Limited

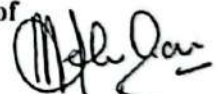


Name: Hitesh Bhandari
Designation: CFO & Director



For Y. B. Chavan College of
Pharmacy

Name: Dr. M. H. Dehghan
Designation:



PRINCIPAL
Y. B. Chavan College Of Pharmacy
Aurangabad

