

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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Sl.No. 5222 Date: 16.12.2024 Rs.20/- INDENT No. 29394

Sold to:- T.E. GOPALA KRISHNA MURTHY S/o SUBBARAO, BAPATLA

For Whom: - PRINCIPAL BAPATLA COLLEGE OF PHARMACY BAPATLA

PERLI PRASANNA DEEVENA KUMAR
LICENSED STAMP VENDOR
L.No.07-20-001/2011
R.L.No.07-20-005/2023
NANDIRAJUTHOTA, BAPATLA (M),
Bapatla District -522101
Cell: 9440453430

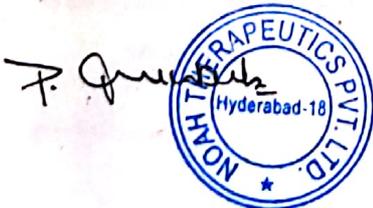
CONFIDENTIALITY DISCLOSURE AGREEMENT

This Confidentiality Disclosure Agreement (the "Agreement") is entered into as of the Effective Date by 17th Dec 2024 and between NOAH THERAPEUTICS PRIVATE LIMITED., having its registered office at D/No. 7-1-645/A, Sanathnagar, Erragadda, Hyderabad, Telangana -500018 India (hereinafter referred to as "Noah") and BAPATLA COLLEGE OF PHARMACY, GBC ROAD, KOTHAPALEM, BAPATLA-522101, ANDHRA PRADESH (hereinafter referred to as "Sponsor"). Each are hereinafter collectively referred to as "Parties" and individually as "Party".

Parties in connection with a possible business relationship, for mutual benefit have agreed to disclose to the other party the information concerning their respective businesses, products, technology, proprietary information, services or financial condition of the Party "Confidential Information" that would be helpful in evaluating and entering into a potential business relationship the "Purpose".

- As used herein, the party disclosing information shall be referred to as the "Disclosing Party" and the party or parties receiving such information shall be referred to as the "Receiving Party".
- The **Representatives** means, the employees, Consultants, third-party auditors, Advisors, and Attorneys of a Party.
- "Affiliate" shall mean any corporation which, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such party and, for the purpose of this definition, "control" means the ownership of shares carrying at least 50% of the votes in respect of the election of the directors of a corporation.

As a condition of the Disclosing Party furnishing any Information (defined below) to the Receiving Party, the parties agree as follows:



T. Gopalakrishna
PRINCIPAL 17/12/24
Bapatla College of Pharmacy
BAPATLA - 522 101

1. Confidential Information. Confidential Information means any information disclosed by the Disclosing Party to the Receiving Party (whether disclosed in oral, written, electronic or visual form) that is non-public, confidential or proprietary including but not limiting to the, information relating to the Disclosing Party's intellectual property, its customers, Clients, finance, marketing, products and processes. Information shall be marked or clearly identified as such prior to or at the time of disclosure. All analyses, compilations, studies, reports or other documents prepared by the Disclosing Party's Representatives containing price quotations, manufacturing or professional services proposals and other information relating to the manufacturing capabilities and operations of the disclosing party shall be deemed to be Confidential Information.

2. Use of Information. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purpose of carrying its obligations in regards to the Purpose. The Receiving Party shall keep the Information strictly confidential and shall not disclose the Information in any manner whatsoever, in whole or in part, other than to those of its Representatives who (i) have a need to know such Information for the Purpose and (ii) have entered into a confidentiality agreement with the Receiving Party that is reasonably similar to protect the confidential or proprietary nature of the Disclosing Party's Confidential Information and prohibit it from unauthorised disclosure. Receiving Party shall protect the Disclosing Party's Confidential Information by using all reasonable precautions to prevent the unauthorized disclosure of the Confidential Information, which precautions shall in no event be less than the Receiving Party's treatment of its own confidential or proprietary information of a similar nature.

3. Exclusions. The obligations set forth in Section 2 shall not apply to Information to the extent that such Information:

- is or becomes publicly known through no fault of the Receiving Party or its Representatives;
- is in the Receiving Party's possession at the time of disclosure by the Disclosing Party other than as a result of the Receiving Party's breach of any legal obligation;
- is or becomes known to the Receiving Party through any sources, other than the Disclosing Party, having the legal right to disclose such Information;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information as evident by Receiving Party's written records;
- is expressly authorized for release by the written authorization of the Disclosing Party; or
- is required to be disclosed by law or by any regulatory or governmental authority, provided that the Receiving Party promptly notifies the Disclosing Party and makes reasonable efforts to maintain the confidentiality of the Information in any required disclosure.

Any combination of information which comprises part of the Disclosing Party's Confidential Information shall not be deemed to be exempt from the obligations of confidentiality merely because individual parts of that information were publicly known, in the Receiving Party's possession, or received by the Receiving Party, unless the combination itself was publicly known, in the Receiving Party's possession, or received by the Receiving Party.

4. Marking. The Disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure of Information within 30 days of the disclosure, but failure to provide such summary shall not affect the nature of the Information disclosed if such Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form.

5. Return of Information. Upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or, if the Disclosing Party directs in writing, destroy all Information disclosed in or reduced to tangible form including any copies thereof and shall destroy any summaries, compilations, analyses or other notes derived from the Information except for one copy which shall be maintained by the Receiving Party only if it is necessary to maintain a copy for any legal or regulatory requirement or stored in its electronic back-up in course of its business policies and procedures, however the Receiving Party shall comply with the obligations of the Confidentiality as long as the Disclosing Party's Confidential Information is in its possession.

6. No Public Announcements. Except as required by law, neither party will make any public announcement or other disclosure regarding the relationship except with the other party's prior written consent. If any disclosure is required by law, the parties will consult concerning the form of announcement prior to such disclosure being made.

7. Affiliates. Each of the parties agrees as follows:

- to ensure that, to the extent that any of its Affiliates receives any Information from a Disclosing Party or participates in any activity under this Agreement, such Affiliate will observe the applicable terms and conditions of this Agreement;
- that any act to be performed by a party under this Agreement may be performed by an Affiliate of such party, with such party's liability for such acts being the same as if the party had performed the act instead of the Affiliate; and
- any disclosure of Information to the Receiving Party by an Affiliate of the Disclosing Party shall be deemed to be a disclosure by the Disclosing Party for the purpose of this Agreement.



8. **Remedies.** The parties acknowledge that monetary damages would not be sufficient to remedy a breach by either party of this Agreement and agree that each party shall be entitled to seek injunctive relief to prevent breaches of this Agreement and to specifically enforce the provisions hereof in addition to any other remedies available at law or in equity.

9. **Rights.** Neither party acquires any intellectual property rights, including patents, designs, trade-marks, copyright or trade secrets under this Agreement, except the limited right to use the Information to carry out the Purpose.

10. **Termination.** This Agreement shall terminate on the earlier of (i) five years after the Effective Date, or (ii) the written agreement of the parties. Notwithstanding the earlier termination or expiration of this Agreement, the obligations of confidentiality set forth herein shall continue for five years from the date of Termination or expiration or with respect to the Trade Secrets, for as long as such information remains a Trade Secret under applicable law.

11. **Data Transfer.** Unless otherwise agreed in writing, any personally identifiable information provided by one party to the other hereunder may only be used for conducting the business transaction(s) that is the subject of this Agreement. Neither party consents to the other party's use of any personally identifiable information provided by the Disclosing Party or its Representatives for any direct marketing, nor to the transfer of such information to any third party, and any exchange or use of other Party's Personal Identifiable Information shall be done in compliance with the applicable Privacy Policies.

12. **General.**

- (a) This Agreement constitutes the full understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating thereto.
- (b) No amendment or waiver of any provision of this Agreement shall be binding unless given in writing by the party to be bound thereby.
- (c) No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof.
- (d) This Agreement shall be binding on, and shall enure to the benefit of the parties and their respective successors and permitted assigns.
- (e) This Agreement shall be governed by the laws of the India, the Courts in Hyderabad- Telangana shall have exclusive Jurisdictions under this Agreement.
- (f) This Agreement is not assignable by either party without the prior written consent of the other party. However, a party can do so in process of merger or as part of its business restructuring.
- (g) Should any provision of this Agreement be found invalid or unenforceable by law, it shall cease to operate and be considered severed from this Agreement. All remaining provisions shall continue to be valid and binding on the parties.
- (h) Any notices under this Agreement shall be delivered to the address of the Parties mentioned in the 1st page of the Agreement or by email to the authorised representative of the company.
- (i) This Agreement may be executed in separate counterparts, and delivered by facsimile or electronically and when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.

Signed and delivered by

For Noah Therapeutics Private Limited.

By: P. Venkatesh

Name: Dr. P. Venkatesh

Title: Managing Director



For Bapatla College of Pharmacy.

By: T. Gopalakrishna 17/12/24.

Name: Dr. T E Gopala Krishna Murthy

Title: Principal