

NON DISCLOSURE AGREEMENT

It is the desire of the first and second party to have share information and have discussions relative to investigating the feasibility and advisability of preparing and conducting clinical studies or any other business related activities. In the course of those discussions, both parties may be disclosing to each other, information regarded as being confidential or proprietary. For purposes of this Agreement, all information exchanged which is regarded as confidential or as being otherwise proprietary in nature shall be collectively referred to herein as "Confidential Information." The existence of this Agreement and the terms set forth herein shall be considered Confidential Information.

Accordingly, for mutual protection, we ask that this Agreement be reviewed and executed prior to exchanging any Confidential Information by meeting or by any other arrangement. It is understood that all Confidential Information provided pursuant to the terms hereof, which the disclosing party regards as being confidential or proprietary, shall be identified or marked as "Confidential." Oral disclosures of Confidential Information shall be confirmed by reducing the disclosures to writing and providing the writing to the receiving party within thirty (30) days from the date of the oral disclosure.

With respect to all Confidential Information disclosed to each other by both parties, during the term of this Agreement, the party receiving same hereby agrees to keep, hold, and maintain in confidence all such Confidential Information, of every kind and character, and not to disclose, directly or indirectly, to any third party, or otherwise make use of said Confidential Information other than as contemplated by this Agreement, without the prior written consent of the disclosing party, except that the receiving party may disclose Confidential Information to those of its agents, consultants, and legal and financial advisors (collectively "Representatives") who have a need-to-know such information for the purposes hereof and who are bound by like obligations of confidentiality and non-use.

The obligations of confidence and non-use assumed by both parties to this agreement, hereunder **shall not apply to:**

- information which at the time of disclosure is in the public domain; or
- information which thereafter lawfully becomes a part of the public domain other than through disclosure by or through the receiving party; or
- information which is already in the possession of the party receiving same as shown by its written record; or
- information which is lawfully disclosed to either party by a third party not under an obligation of confidentiality to the disclosing party with respect to said Confidential Information; or information which is subsequently developed by an employee or agent of the receiving party without actual knowledge of the disclosure; or
- information which the receiving party must disclose pursuant to applicable laws, regulations or court order, provided that the receiving party gives the disclosing party reasonable notice of its intent to disclose such information. information which is disclosed by the recipient with the written approval of either of the aforesaid parties.
- Neither party shall use the name of the other party in any discussions with third parties (other than Representatives), advertising, press release, sales literature, or fundraising efforts without the prior written consent of the other party. In the event the disclosing party gives the receiving party prior written consent to disclose Confidential Information received from the disclosing party to any third party, other than Representatives, the receiving party hereby agrees to obtain written agreements from any such third party to whom the receiving party discloses such information, similar in form and substance to this Confidentiality Agreement, for the benefit of the disclosing party.

This Agreement is entered for a period of three (3) years from the date of signing of this agreement and is governed by and shall be construed in accordance with the laws of India.

By signing this agreement, both parties confirm that the terms contained herein are acceptable to them