



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 14135 Date 27/8/2021 Rs. 100/-

Sold to Sri: Karishma Rampilla w/o. Lokamanya

For Whom: self. Vijayawada.

P. CU 530027
P. AKSHMI
LICED STAMP VENDOR
F.L. No: 2/2013
R.L. No: 06/15/2/2020
Valid Until: 31-12-2022
8-71, HASADAMPADU,
VIJAYAWADA RURAL
Call: 7731049383

MUTUAL CONFIDENTIALITY AGREEMENT

PARTIES

1. CAVAXIA clinical research academy; Vijayawada
2. Vijaya Institute of Pharmaceutical Science's for Women; Vijayawada

together the "Parties", and each a "Party".

BACKGROUND

For the purposes of this Agreement the terms: "Affiliate" means any business entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a Party, with "control" meaning direct or indirect ownership of 50% or more of the voting interest in such other entity, and in the case of a partnership control of the general partner, or the power to direct the management of any such entity; and the term "Representative" means, with respect to a Party, such Party's Affiliates and its and their respective employees, officers (including directors), trustees, agents, professional advisors, authorised non-employee contractors and consultants (which in the case of the Company and its Affiliates shall include contract research organisations retained by the Company or its Affiliates for the delivery of research and development projects).

The Parties and/or their Representatives wish to disclose providing to training service Vijaya Institute of Pharmaceutical Science's for Women esteemed students the confidentiality of the design to provide educational service will not be disclosed to any other third parties or any members outside or VIPW of the Recipient participating in the set-up and delivery of Company-sponsored studies (the "Purpose").

The Purpose of this is to form a mutual collaboration with Vijaya Institute of Pharmaceutical Science's College for the duration of five tenure years in between CAVAXIA & VIPW to provide service of clinical research certifications.

Each Party wishes to ensure that the other Party maintains the confidentiality of the Confidential Information. In consideration of the benefits to the Parties of disclosing and receiving the Confidential Information, the Parties have agreed to comply with the following terms.

EFFECTIVE DATE

The effective date of this Agreement (27/Aug/2021) shall be the date on which the last(27/Aug/2026) of the Parties signs this Agreement.

AGREED TERMS

1. THE CONFIDENTIAL INFORMATION

- 1.1 The Confidential Information includes all confidential information i.e Educational materials, trainees details, software details, mode of training platforms along with meeting links & passwords, Certification course details & Syllabus and client details or made available, directly or indirectly, in any form by a Party and/or its Representatives (the "Disclosing Party") to other Party (the "Recipient"), including but not limited to: (i) the fact that discussions are taking place concerning the Purpose and the status of those discussions; (ii) any confidential or proprietary information, data or opinions communicated by either Party, including any information relating to the Disclosing Party's and/or its Affiliates' business practices, plans or relationships, or any of its products, processes, operations or intellectual property (iii) information that relates to the Company; (iv) any information or analysis derived from the Confidential Information; (v) any other information or material that the Disclosing Party indicates is confidential.
- 1.2 In consideration of the Disclosing Party disclosing or making its Confidential Information available to the Recipient, the Recipient shall keep the Confidential Information confidential at all times and maintain it securely. The Recipient shall not without the Disclosing Party's prior written consent: (i) use the Confidential Information in any way except for the Purpose; (ii) publish, make available or disclose any Confidential Information to any third party; (iii) copy the Disclosing Party's Confidential Information except as strictly necessary for the Purpose; or (iv) disclose that there is any relationship between the Parties.
- 1.3 The Recipient will notify the Disclosing Party immediately of any loss or compromise of the Confidential Information and shall cooperate with the Disclosing Party's reasonable instructions in order to minimise the consequences of the same.
- 1.4 The confidentiality obligations of each Party shall continue for a period of *five 5 years* from the date of this Agreement, or until the Parties enter into a separate Agreement relating to the Purpose which addresses the use of the Confidential Information. Termination of this Agreement shall not affect any accrued rights or remedies.
- 1.5 After completion of the Purpose, termination of this Agreement, or at the Disclosing Party's request, the Recipient shall cease all use of the Confidential Information. The Recipient shall promptly (i) return or, at the Disclosing Party's option, destroy all Confidential Information and all documents and materials containing any Confidential Information; (ii) use reasonable endeavours to erase all Confidential Information from its computer systems, provided that the Recipient may retain Confidential Information where it is required to do so by law or where necessary for the Recipient to demonstrate that it has performed its obligations under this Agreement. The terms of this Agreement shall continue to apply to any Confidential Information retained.



2. EXCEPTIONS AND PERMITTED DISCLOSURES

- 2.1 The confidentiality obligations set out in this Agreement shall not apply to information that is: (i) generally available to the public other than as a result of any breach of this Agreement by the Recipient; (ii) obtained from a third party who had the full right to disclose it; (iii) lawfully in the Recipient's possession (with full rights to disclose) before its disclosure under this Agreement; or (iv) developed independently by or for the Recipient without reference to the Confidential Information.
- 2.2 The Recipient may disclose the Confidential Information to those of its Representatives who need to know such Confidential Information for the Purpose, provided that it (i) informs those Representatives of the confidential nature of the Confidential Information before disclosure; (ii) ensures that all such Representatives maintain the confidentiality of all such Confidential Information in accordance with the provisions of this Agreement; and (iii) remains liable for any unauthorised disclosure of Confidential Information by any of its Representatives as if it had made such disclosure itself.
- 2.3 The Recipient may disclose the Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided always that: (i) to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible; and (ii) it complies with the Disclosing Party's reasonable directions for taking legally available steps to resist or narrow such requirement (at the Disclosing Party's reasonable expense), and in any event restricts the disclosure to only those parts of the Confidential Information lawfully required to be disclosed.

3. RIGHTS TO AND ACCURACY OF CONFIDENTIAL INFORMATION

- 3.1 All rights, title and interest in and to the Confidential Information (including all intellectual property rights) shall remain the exclusive property of the Disclosing Party or its licensors. No rights in respect of the Confidential Information are granted to the Recipient other than those set out in this Agreement.
- 3.2 The Disclosing Party does not give any representation or warranty concerning the Confidential Information, its accuracy or its completeness, and neither the Disclosing Party nor any of its Representatives accept any liability to the Recipient for the accuracy or completeness of any of the Confidential Information or for any opinions, errors, omissions or misstatements contained in the Confidential Information.

4. EDUCATIONAL SECTOR REPRESENTATIVES' ATTENDANCE AT MEETINGS

- 4.1 Where any discussions between the Parties concerning the Purpose involve the attendance of health sector representatives (whether health care professionals or otherwise), the Parties shall ensure that any such meetings are conducted in accordance with all applicable laws and guidance and that all necessary approvals have been obtained from the organisations by which all attendees are employed or to which they are affiliated. In particular, the Parties agree that the attendees will not receive any compensation for attendance or participation in such meetings, although they may be provided with reasonable and modest expenses in respect of accommodation, meals and travel as permitted in accordance with applicable laws and guidance, and (where applicable) subject to the attendee's consent to such payments being publicly disclosed.
- 4.2 Attendees shall provide reasonable evidence for all expenses claimed. The Company will not reimburse expenses of individuals who do not attend the meetings or who are accompanying the attendees.



4.3 The Parties shall enter into separate agreements where any attendees or third parties are required to attend meetings other than for the Purpose, or to perform any services.

4.4 The Parties agree that attendance at any meeting is not intended as an inducement to or in return for any attendee to recommend, prescribe, purchase, supply or order any of the Company's products.

5. GENERAL

5.1 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the terms of this agreement, and that, without prejudice to any other rights and remedies it may have, the Disclosing Party is entitled to seek injunctive relief concerning any threatened or actual breach of any of the provisions of this agreement.

5.2 Neither Party may assign, sub-license or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other Party save that the Company shall be entitled to assign, delegate, sublicense or otherwise transfer its rights and obligations under this Agreement to any Affiliate, any external service providers such as contract research organizations retained to assist the Company in delivering research and development projects sponsored by the Company, and to any successor in interest to all or substantially all of the business to which this Agreement relates. The Company shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates.

5.3 This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings with respect to the subject matter of this Agreement.

5.4 Any amendment or modification to this Agreement must be in writing and signed by authorised representatives of each Party.

5.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

5.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

5.7 This Agreement does not address the law that governs disputes arising out of this Agreement or the subject matter of this Agreement.



AGREED by the Parties on the dates indicated below

SIGNED for and on behalf of
CAVAXIA

Signature

Name: KARLAMA RAMBHA

Title: CEO, CAVAXIA

Date: 27/8/2021

Read and Acknowledged By:

Signature

Date:

Witness;

1. Dr. Purnashothama Reddy. @

Purnashothama Reddy

2. T. Ravankumar

T. Ravankumar

SIGNED Principal on behalf of
VIJAYA INSTITUTE
PHARMACEUTICAL SCIENCES FOR WOMEN
ENIKPADU VIJAYAWADA 52° 10R

Signature

Name:

Title:

Date:

