

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is made on 06<sup>th</sup> Nov 2023 (The Effective Date) between Laila Nutraceuticals and  
Vijaya Institute of Pharmaceutical sciences for women (VIPW).

**Laila Nutraceuticals**  
40-15-14, Brindavan Colony  
Labbipet, Vijayawada-520010,  
Andhra Pradesh, India  
(Herein referred to as "Laila")  
**AND**

**Vijaya Institute of Pharmaceutical sciences for women (VIPW)**  
Vijaya College Rd, Beside Samsung Godown, Enikepadu,  
Vijayawada, Andhra Pradesh 521108.  
(Herein referred to as "INSTITUTE")

(Hereinafter referred to individually as a "Party" and collectively as the "Parties")

**WHEREAS**, Laila Nutraceuticals is a leading research, development and manufacturing company developing specialty herbal ingredients for the nutrition, pharmaceutical, dietary supplement, cosmetic and healthcare industry (hereinafter referred to as "Laila" which expression shall, unless excluded by or repugnant to the context, be deemed to include its principals including affiliates & subsidiaries, successors-in-interest and assigns).

**WHEREAS**, INSTITUTE is premier education and research institute providing knowledge in science based courses...(hereinafter referred to as " INSTITUTE" which expression shall, unless excluded by or repugnant to the context, be deemed to include its principals including affiliates & subsidiaries, successors-in-interest and assigns).

**WHEREAS**, subject to terms of this agreement, Laila wishes to assist the Institute students in coordination with the faculty by facilitating better understanding of the industry requirements, facilitate few student projects either at Laila R&D or the Institutes research labs and conduct formulation and/or *In vitro* and/or *In vivo* experiments in either of the facilities. In this research process Laila may use its ingredients (test items)/ proprietary ingredients, technologies, animal models and disease models. The students/research fellows and staff of the institute may become aware or may need to know some of the information regarding Laila's technology, test items, test results, animal models, disease models etc. Hence Laila wishes to disclose to Institute certain confidential information as required to train/conduct the said experiments. For the sake of clarity, all information on test items, test results, proprietary disease models will remain confidential property of Laila and institute



shall take measures to ensure that the students and faculty shall maintain such information confidential.

**WHEREAS**, the INSTITUTE agrees to protect the confidentiality of all information it receives from Laila through this Agreement.

**THEREFORE**, in consideration of mutual promises and other valuable information exchanged and intended to be legally bound, the Parties hereby agree and contract as follows;

## **DEFINITIONS**

- 1.1 "Affiliates" means with respect to each Party, the legal entities that are controlled by, or under common control with, such Party.
- 1.2 "Confidential Information" shall be deemed to include (without limitation) (a) the following types of information and other information of a similar nature, whether or not so declared in writing: discoveries, techniques, know-how, ideas and concepts, formulations, molecules, structures, drug delivery regimes, designs, drawings, specifications, techniques, models, prototypes, data, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, and all analyses, compilations, studies or other documents, any and all related herbal materials, inventions, practices, methods, knowledge, skill experience, test data (including pharmacological, toxicological and efficacy test data), analytical and quality control data and manufacturing and patent data or descriptions; (b) any similar information disclosed to the Receiving Party or its employees, prior to the execution of this Agreement; (c) any material transferred from the disclosing party to the receiving party along with the relevant proprietary information; and (d) any data (including in-vitro, pharmacological, toxicological, efficacy formulation test data) generated by the receiving party on the material transferred by the disclosing party or any data generated on material developed using the disclosing party information.

The term "Confidential Information" shall include any and all information and other materials disclosed, furnished, communicated, perceived or supplied by Laila to the INSTITUTE by virtue of INSTITUTE's employees/consultants/students/research fellows visiting, witnessing and/or observing the facilities, laboratories or factory of Laila and /or its Affiliate Company and/or associates could be reasonably assumed to be confidential.

Any information disclosed by the Laila will be considered Confidential Information of Laila by INSTITUTE whether or not such information is designated as "Confidential" or "Proprietary"

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*[Signature]*

- 1.3 "Disclosing Party" means Laila or its employees, director, officers, consultants, financial advisor, agent or Affiliates (its "Representatives") that disclose Confidential Information to INSTITUTE (Recipient).
- 1.4 "Disclosure Period" means the period during which either Party may be disclosing Confidential Information to the other Party. The disclosure period shall commence from the effective date set forth above, and shall expire 5 years after such date, unless terminated in writing by mutual agreement of the parties or upon the request of either party in writing. At the end of "Disclosing Period" the agreement shall be automatically renewed for a period of five years and otherwise terminated by either party in writing with twelve-month notice period for such termination
- 1.5 "Recipient" means the party, INSTITUTE or its Representatives, employees, students, research fellows who receive Confidential Information from Laila (Disclosing Party).
- 1.6 "Exempt Information" means information that can be demonstrated by written records (a) not in violation of disclosing Party's Intellectual property rights (b) was in its possession prior to the time of disclosure; and (c) or it becomes public knowledge through no fault, omission, or other act of Receiving Party.
- 1.9 "Permitted User" means an individual who (1) (a) is the Recipient's Representative, director, employee, students, research fellows or (b) is party to an effective confidentiality agreement with Recipient which is consistent with the terms of this Agreement; and (2) has a need-to-know the Confidential Information in connection with the project.

## **2. REQUIRED CONFIDENTIALITY**

- 2.1 INSTITUTE and its Representatives will treat the Confidential Information as strictly confidential and proprietary, and will safeguard its confidential and proprietary nature with at least the same degree of care as it holds its own confidential or proprietary information.
- 2.2 Recipient may use the Confidential Information only in connection with the Project, and for no other purpose whatsoever. Recipient will not use the Confidential Information for the personal benefit of itself or a Permitted User, or for the benefit of any third party.
- 2.3 Recipient will not disclose (directly or indirectly) any Confidential Information to, or permit it to be accessed by, any person except a Permitted User. Recipient will cause any Permitted User to whom Confidential Information is disclosed to abide by the confidentiality provisions of this Agreement. On a case-by-case basis, Disclosing Party may waive the restrictions of this Section 2.3 to provide for specific disclosures to specific third parties; provided, however, that such waiver must be in writing signed by the Disclosing Party and such third party must execute a confidentiality

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agreement with the Disclosing Party, which is consistent with the terms of this Agreement and which would prohibit disclosure under the terms of this agreement.

- 2.4 If Recipient is requested to disclose the Confidential Information or the substance of this Agreement in connection with a legal proceeding to comply with a requirement under the law, Recipient will give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient, at Disclosing Party's expense, will cooperate with and assist Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient will disclose only that portion of Confidential Information that Laila's legal counsel determines it is required to disclose, or which is ordered to be disclosed by a tribunal or court of competent jurisdiction.
- 2.5 At the end of the Disclosure Period or upon completion of the Project, whichever is earlier, Receiving party shall use best efforts to promptly return all confidential information of other party (including all copies in whatever medium provided to, or made by, any permitted user). At the end of disclosure period and/or termination of the agreement the institute or student shall not use any of the Laila technologies for any other purpose
- 2.6 Recipient agrees that it shall not directly or indirectly modify, reverse engineer, de-compile, create or recreate other works from or disassemble any Confidential Information unless permitted in writing by the Disclosing Party. This clause shall survive the expiry or termination of confidentiality and/or this agreement.
- 2.7 The institute shall in good faith offer the right of first refusal to Laila on any inventions and technologies developed in the areas of interest of Laila or in the areas where Laila has assisted the students with projects. The institute shall allow sufficient time for Laila to assess and evaluate the technology or invention and its commercial feasibility before making an offer. The institute or students shall not make the project related information or documents available in public domain, online medium, public or private networks, social platforms/networks etc. The institute or student shall seek prior permission from Laila for publishing the work done in collaboration with Laila or using technologies of Laila and shall duly acknowledge Laila's support in the project.

### 3. GENERAL PROVISIONS

- 3.1 The Agreement shall be effective from the date of signing of last authorized signatory. The Agreement shall remain in force for a period of **five (5)** years from the effective date.





- 3.2 The Parties represent and warrant to each other that each has the legal power and authority to enter into this Agreement and to disclose the Confidential Information.
- 3.3 Neither this Agreement, nor either Party's performance under it, will (a) transfer to the Recipient, or create in the Recipient, any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information; (b) obligate either Party to enter into any other agreement or undertaking of any nature whatsoever with the other Party; (c) prohibit either Party from entering into any other agreement with any other party, if doing so will not violate such Party's obligations hereunder; or (d) be construed as granting a license to the Confidential Information to either Party.
- 3.4 This Agreement sets forth the entire understanding between the Parties as to the subject matter and supersedes all prior agreements and understandings relating to such subject matter.
- 3.5 This Agreement shall be governed by, and construed & enforced in accordance with the laws of India. The jurisdiction on any matters relating to this agreement will be exercised only and exclusively by the Court at Vijayawada, Andhra Pradesh, India
- 3.6 The Parties acknowledge that except as expressly set forth herein, (a) neither Party has made any promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.
- 3.7 Neither the rights nor the obligations of either Party may be assigned or delegated, in whole or in part, without the prior written consent of the other Party. Any such assignment or delegation shall be null and void and of no effect.
- 3.8 This Agreement may be executed by facsimile and/or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.9 If any term of this Agreement or the application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 3.10 All obligations of confidentiality except clause 2.6 shall terminate after six (6) years from the termination date of the confidentiality agreement.

The failure of either Party to insist upon the strict observation or performance of any provision of this Agreement, or to exercise any right or remedy shall not impair or waive



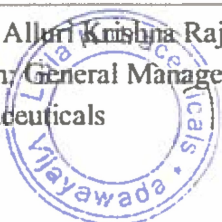
any such right or remedy in the future. Every right and remedy given by this Agreement to the Parties may be exercised from time to time as often as appropriate.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to set their hands hereunder on the **06-11-2023**.

Signatures:



Name: Mr. Alluri Krishna Raju  
Designation: General Manager  
Laila Nutraceuticals  
Date:



Witness:



Name: Dr. Gopichand chinta

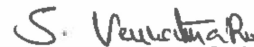


Name: Dr. K. Padmalatha  
Designation: Principal

**VIJAYA INSTITUTE OF**  
**PHARMACEUTICAL SCIENCES FOR WOMEN**  
**ENIKEPADU, VIJAYAWADA - 521 108**



Witness:



Name: Dr. SADHU VENKATESWARA RAO