

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between


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M/s Jaiswal Pharma, a sole proprietorship and having its office at 13A/4, Ariff road, Muchibazar, Ultadanga Main road, kolkata-700067 (hereinafter referred to as "JP " which expression shall unless repugnant to the context include its successors in interest and assigns)

AND

The Seller, details of which is mentioned in Seller registration form which (Expression shall unless repugnant to the context include its successors in interest and permitted assigns) (each a "Party" and collectively referred to herein as the "Parties").

I. Whereas JP is inter-alia engaged in the business of medicine and medical

products and related items.

II. And Whereas the Seller is engaged into related course of business like that of the Company.

III. And Whereas JP and the Seller is evaluating the possibility of a business engagement, it may be desirable or necessary for both the Parties to disclose to the each other certain information or provide access to documents or give copies of documents, which are proprietary and/or confidential and hence both Parties are desirous of protecting such proprietary and confidential information upon the terms and conditions herein set forth and is desirous of preventing the disclosure, dissemination or publication of such information in accordance with the terms and conditions hereof:

Now, therefore, the Parties agree as follows:

1. Confidential Information. Each Party receiving Confidential Information (as defined below) (each, a "Recipient," and together, the "Recipients"), is receiving confidential disclosure of certain confidential or proprietary technical, business, operational, financial and/or commercial information, trade secret information and/or any information of the other designated as "Confidential", "Proprietary" or by similar designation, or which under the circumstances surrounding disclosure ought to be treated as confidential ("Confidential Information") . Each disclosing Party (each a "Discloser") would not disclose its Confidential Information without the Recipient's agreement to maintain the Confidential Information in confidence and to use such Confidential Information solely as permitted under this Agreement. Confidential Information can be in any form (e.g. electronic, digital, analog, hard copy or oral). Nothing in this Agreement shall require a Party to

disclose its Confidential Information.

2. Non-Use and Non-Disclosure. Recipients will not disclose, distribute, copy or use any Confidential Information or the fact that a transaction is being considered or is under a contract without the prior written consent of the other Party and then only to the extent specified in such consent. Confidential Information may be used only to the extent reasonably required for the purposes of evaluating, producing or carrying out the Transaction; provided however, that Recipients may only disclose the Confidential Information to those of its contractors, vendors, directors, officers, advisors, agents and employees ("Representatives") who need to know such Confidential Information for the purpose of evaluating, performing or carrying out or producing the transaction and who shall be bound by a written agreement or other legally enforceable written obligations to preserve the confidentiality of the Confidential Information in a manner consistent with this Agreement. The Recipient will be responsible for any breach of this Agreement by it or its Representatives, whether or not such Representatives are associated with the Discloser at the time of the breach.

The obligations of confidentiality in this Agreement do not extend to any item of Confidential Information which (i) is publicly known at the time of its disclosure, (ii) is lawfully received by a Recipient from a third party not known to the Recipient to be under a similar confidential agreement to this Agreement or under obligation of confidentiality to the Discloser, (iii) is published or otherwise made known to the public by the Discloser of Confidential Information, (iv) was generated independently by the receiving Recipient without reliance on Confidential Information (as proven by supporting documentation evidencing such independent generation) or (v) was received

either prior to the Effective Date of this Agreement or was received for the first time only after the termination or expiration of this Agreement.

3. Maintenance of Confidentiality. Recipient agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no event less than reasonable measures. Recipient shall reproduce Discloser's proprietary rights notices on any copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Discloser upon discovery of any loss or unauthorized disclosure of any Confidential Information.

If the Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a valid subpoena or order issued by a court of competent jurisdiction or governmental body, Recipient agrees to (i) immediately notify the Discloser of the existence, terms and circumstances surrounding such a request, so that the Discloser may seek an appropriate protective order or other reliable written assurance that confidential treatment will be accorded to Confidential Information, and (ii) only disclose that portion of the Confidential Information which counsel advises is legally required to be disclosed. At all times, the Discloser shall retain sole ownership of its Confidential Information.

4. Return of Materials. At the request of the Discloser, Recipient will promptly return to the Discloser or at Discloser's instructions destroy any written or electronic Confidential Information and all physical media on which Confidential Information was received from the other Recipient, including any

copies thereof, with a letter confirming that the Confidential Information has not been reproduced or copied or that all copies have been returned and that none of the Confidential Information was disclosed to anyone except in accordance with this Agreement. The Recipient and its Representatives shall not retain any copies, extracts or other reproductions, in whole or in part, of such written or electronic material, except as may be needed to comply with applicable law and, provided that Recipient may retain one copy of Confidential Information in its confidential files for use only in the event a dispute arises between the Parties hereunder and only in connection with that dispute.

5. No Warranty. All confidential information is provided "as is" and Disclosers make no warranties of any kind, express, implied or otherwise, regarding the accuracy, utility, completeness or performance of any Confidential Information.

6. No License. Nothing in this Agreement is intended to grant any rights to the Recipient in any copyrights or other intellectual property of the Discloser, nor shall this Agreement grant any Party any proprietary rights in or to the Confidential Information of the other Party.

7. Term. Recipient's obligations under this Agreement with respect to disclosures of Confidential Information made hereunder shall expire five (5) years from the date this Agreement is executed by the Parties.

8. Remedies. Each Recipient acknowledges that a violation of this Agreement would cause irreparable harm to the Discloser for which no adequate remedy at law exists and each Recipient therefore agrees that, in addition to any other remedies available, both Parties will be entitled to seek injunctive relief to enforce the terms of this Agreement without a requirement that Discloser prove irreparable harm or provide the posting of a bond.

9. Miscellaneous. The terms of this Agreement may be modified or waived only by a separate writing signed by the Parties expressly so modifying or waiving such terms. No failure or delay by the Discloser in exercising any right, power or privilege shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege hereunder. The unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws India without giving effect to any conflicts or choice of laws provisions that would cause the application of the domestic substantive laws of any other jurisdiction. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. This Agreement may be executed in counterparts, with each an original and both of which together shall constitute one and the same instrument, and the Parties agree that they will be bound by electronic signatures. The Parties expressly agree and acknowledge that any disputes relating to this Agreement will be exclusively adjudicated by central and state courts located in Kolkata.

Each person who signs this Agreement represents that he/she has the authority and is empowered to sign and deliver this Agreement on behalf of the Recipient that he/she represents.

**IN WITNESS WHEREOF** the Company has accepted the terms of this agreement in principle and the Seller on clicking on the agree button does hereto give its acceptance to the contents of this agreement.

