

# NON-DISCLOSURE AGREEMENT (MEMORANDUM OF AGREEMENT)

This Non-Disclosure Agreement ("Agreement") is made on this the 1<sup>st</sup> day of October 2024, by and between **M/s. Aurea Biolabs Private Limited**, a Company registered under the Indian Companies Act 2013, having its Registered Office at G-285, Main Avenue, Panampilly Nagar, Cochin - 682036, Kerala, India ("Disclosing Party" or "AB") represented by its Managing Director, Mr. John Nechupadom and **M/s St. James' College of Pharmaceutical Sciences, St. James' Medical Academy**(Run by Diocese of Irinjalakuda) having office at Chalakudy-680307, Thrissur District represented by its Principal, Dr. Krishnakumar K (Receiving Party)

## RECITALS

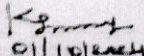
WHEREAS, AB has certain confidential information relating to their product, which they desire to disclose to the other party for the purpose of Fourier-transform infrared (FTIR) spectroscopy analysis. ("Potential Relationship");

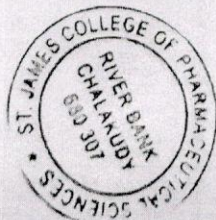
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement:

"**Confidential Information**" means any and all technical and non-technical information provided by either party to the other, including but not limited to (a) patent and patent applications, (b) trade secret, and (c) proprietary information –ideas, formulations, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, technology, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

  
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Dr. K. KRISHNAKUMAR B.Sc., M. Pharm., Ph.D

Principal  
St. James' College of Pharmaceutical Sciences  
St. James' Medical Academy, GH Road,  
Chalakudy, Thrissur - 680307

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization of any kind, including, without limitation, a governmental authority or agency.

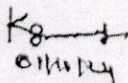
“Representative” means a Party’s subsidiaries, affiliates, officers, directors, members, managers, employees and professional advisors (including, but not limited to, attorneys, accountants and financial advisors).

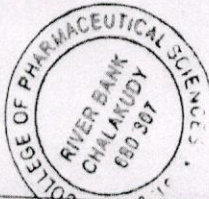
2. **AGREEMENT NOT TO DISCLOSE OR USE CONFIDENTIAL INFORMATION.**

2.1 **Non-Disclosure of Confidential Information.** The Receiving Party will not and will cause its Representatives not to, directly or indirectly, disclose, reveal, divulge, publish or otherwise make known any of the Disclosing Party’s Confidential Information to any third party for any reason or purpose whatsoever, except as provided in Sections 2.3 or 2.4 below. Except as otherwise provided herein, the Receiving Party will treat the Disclosing Party’s Confidential Information as confidential at all times. The Receiving Party will not, and will cause its Representatives not to, make any copies of the Disclosing Party’s Confidential Information except to the extent absolutely necessary or required in connection with evaluating the Potential Relationship. The Receiving Party shall not exploit or attempt to exploit in any way or manner whatsoever the Proprietary Information for its own private benefit or for the benefit of any person, firm or entity other than the Disclosing party. A person signing this Agreement on behalf of either Party shall be deemed to warrant that he has authority to bind such Party. Any person so signing shall submit satisfactory evidence of his authority. The parties acknowledge and agree that some or all of the property that constitutes Confidential Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Disclosing Party in Disclosing Party’s Confidential Information without regard to whether the Confidential Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the parties that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

2.2 **Limitations on Use of Confidential Information.** The Receiving Party will cause its Representatives to use the Disclosing Party’s Confidential Information solely for the purpose of evaluating the Potential Relationship and shall not use the Disclosing Party’s Confidential Information for any purpose other than evaluating the Potential Relationship.

2.3 **Permitted Disclosure.** The Receiving Party may disclose the Disclosing Party’s Confidential Information to its Representatives who (a) need to know such information to enable the Receiving Party to evaluate the Potential Relationship, (b) are informed of the confidential nature of the Disclosing Party’s Confidential Information and (c) agree to be bound by the terms of this Agreement. The Receiving Party will be fully responsible for any breach of this Agreement by any of its Representatives.

  
Dr. K. KRISHNAKUMAR





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River Bank, Chalakudy 680 307

2.4 **Compelled Disclosure.** If the Receiving Party or any of its Representatives are required to disclose any of the Disclosing Party's Confidential Information pursuant to any applicable law, rule or regulation, the Receiving Party will promptly notify the Disclosing Party in writing of any such requirement so the Disclosing Party may seek an appropriate protective order or other appropriate remedy. The Receiving Party will, and will cause its Representatives to, reasonably cooperate with the Disclosing Party to obtain such a protective order or other remedy. If such order or other remedy is not obtained, the Receiving Party and its Representatives will disclose only that portion of the Disclosing Party's Confidential Information which they are advised by counsel in writing they are legally required to disclose and will obtain reliable assurance confidential treatment will be accorded to the Disclosing Party's Confidential Information disclosed.

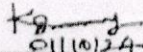
2.5 **Exceptions.** This Agreement imposes no obligation on the Receiving Party with respect to Confidential Information that the Receiving Party is able to demonstrate by clear and convincing evidence: (a) was in the possession of or known by Receiving Party before its receipt from the Disclosing Party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Receiving Party from a third party without an obligation to keep such information confidential; or (d) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information.

3. **Return or Destruction of Confidential Information.** Upon the termination of this Agreement, each Receiving Party shall (a) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party and (b) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

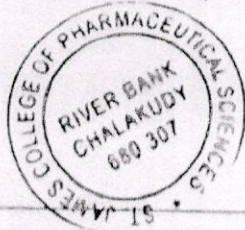
4. **Rights in Confidential Information.** All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on Receiving Party.

5. **Standard of Care.** Receiving Party shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, copying, dissemination, or publication of the confidential information as Receiving Party uses to protect its own confidential information of a like nature.

6. **No Other Agreement.** This Agreement is not and will not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Agreement is to evidence the Parties' agreement to maintain the confidentiality of the Disclosing Party's Confidential Information, and will not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement of any nature whatsoever.

  
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Principal

(1) Pharmaceutical Sciences

(2) Pharmacy GH Pn

(3) ...

7. **Term and Termination.** The term of the agreement shall be for a period of Five (5) years from the date of this agreement, notwithstanding the earlier expiry or termination of the purpose unless otherwise agreed in writing by parties. This Agreement may be terminated by either party at any time and for any reason upon One (1) month prior written notice. The obligations of confidentiality set forth herein shall continue and survive for three (3) years following termination of this agreement

8. **Remedies.** The Receiving Party acknowledges any breach of this Agreement will result in irreparable harm to the Disclosing Party for which damages would be an inadequate remedy. Therefore, in the event of such breach, in addition to its rights and remedies otherwise available at law, the Disclosing Party will be entitled to equitable relief, including an injunction. Nothing in this Article shall be construed as a waiver or consent of the Receiving Party to any of the remedy. The injunction shall not impair business operations or assets of the Receiving Party not connected to the Cooperation

9. **Miscellaneous.**

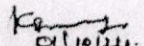
9.1 **Notice.** Any notice required or permitted under this Agreement will be deemed given upon delivery to the Party for whom it is intended at its address of record, as indicated above.

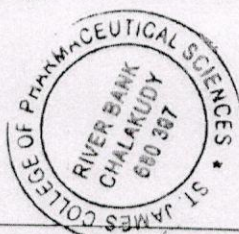
9.2 **Amendments.** This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement will be binding unless it is in writing and signed by both Parties.


9.3 **Headings.** Section headings and captions are for convenience only and are not a part of this Agreement and will not be used in construing it.

9.4 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

9.6 **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party to the action or proceeding. For purposes of this Agreement, the "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, mediation, judgment or otherwise, and "attorneys' fees" shall include, without limitation, the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal or other legal proceeding, including mediation and arbitration.

  
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Oct 2024

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**9.7 Law and Jurisdiction.**

Any dispute, controversy, or claim arising out of or relating to this agreement, including but not limited to the breach, termination, or validity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (the "Act"). The arbitration shall be conducted by a sole arbitrator. The seat of arbitration shall be Ernakulam, Kerala. The language of the arbitration shall be in English. This Agreement is governed by and shall be construed in accordance with the laws of India

**9.8 Severability.** Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

**9.8 Assignment.** This Agreement will inure to the benefit of and be binding on the successors and assigns of each of the Parties.

**9.9 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**9.10 Counterpart and Electronic Signatures.** This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile, pdf or similar counterpart signature pages, all of which together will for all purposes constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

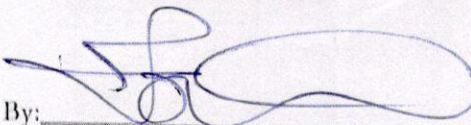
ST. JAMES' COLLEGE OF  
PHARMACEUTICAL SCIENCES, ST. JAMES'  
MEDICAL ACADEMY, CHALAKUDY

By: \_\_\_\_\_

Printed Name: Dr. Krishnakumar K

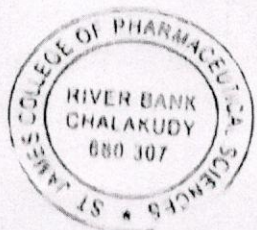
Title: Principal

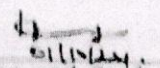
AUREA BIOLABS PVT LTD

By: 

Printed Name: John Nechupadom

Title: Managing Director



  
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