

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("Agreement") is entered into by and between Alto Pharmacy LLC ("Alto"), having a place of business at 645 Harrison Street, Suite 200, San Francisco, California 94107 and Anurag Ramayanapu, an individual ("Individual"). Alto and Individual are sometimes referred to individually as a "Party", and collectively as the "Parties".

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

1. Term and Termination. This Agreement is effective upon acceptance by Individual ("Effective Date") and is effective for a period of one (1) year hereafter, unless terminated earlier in writing or extended by written agreement ("Term"). Either Party may terminate this Agreement, for any or no reason, upon written notice to the other Party. Termination or expiration of this Agreement will not affect any rights or obligations which have accrued prior thereto.

2. Purpose. The Parties are exploring a potential, mutually-beneficial employment, business or other relationship and contemplate that, as part of that process, Alto may disclose Confidential Information (as defined below) to Individual ("Purpose"). Nothing in this Agreement will be construed to require the Parties to enter into any other agreement or employment or business arrangement.

3. Confidential Information and Exceptions.

(a) "Confidential Information" means (i) the existence and terms of this Agreement, and (ii) all information disclosed hereunder by Alto or Alto's Affiliates (as defined below) to Individual in writing, orally, visually and/or in another form, or any information seen or heard by Individual while on the premises of Alto or Alto's Affiliates, including, without limitation, information relating to research, product plans, products, prototypes, samples, technical specifications, forecasts, strategies, personal information, commercial information, trade secrets, developments, inventions, patents, patent applications, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, regulatory information, medical reports, clinical data and analyses, business plans, services, customers, suppliers, marketing or finances.

(b) For purposes of this Agreement, Confidential Information does not include any information that:

- (i) is lawfully known to Individual before receipt thereof under this Agreement, as evidenced by Individual's written records;
- (ii) is disclosed to Individual, without restriction, by a Third Party (as defined below) who has no confidentiality obligations to Alto and/or Alto's Affiliates with respect to such information, pursuant to an agreement or otherwise, and who obtained or derived such information through no breach of this Agreement by Individual;
- (iii) is or becomes part of the public domain through no act or failure to act of Individual; or
- (iv) is independently developed by or for Individual without use of or reference to Confidential Information, as evidenced by Individual's written records.

(c) "Third Party" means any person or party other than either or both of the Parties and/or their Affiliates.

(d) "Affiliate" means, with respect to either Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. As used herein, the term "control" means

possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (i) through the ownership of more than fifty percent (50%) of the voting securities of the other entity or (ii) by contract, statute, regulation or otherwise.

4. Non-Disclosure Obligation.

(a) During the Term and any extensions thereof, and for a period of three (3) years after the expiration or termination of this Agreement, Individual will not, without Alto's prior written approval: (i) disclose Confidential Information to any Third Party and/or its Affiliates or (ii) use Confidential Information other than for the Purpose; provided, however, that Individual may disclose Confidential Information to its directors, officers, employees, consultants, advisors (including financial advisors, legal counsel and accountants) and agents who (i) have a need to know the Confidential Information for the Purpose; (ii) are informed by Individual of the confidential nature of the Confidential Information; and (iii) are bound by obligations of confidentiality pursuant to terms and conditions not less restrictive than those contained in this Agreement.

(b) Individual will maintain the confidentiality of Confidential Information with at least the same degree of care as Individual maintains the confidentiality of its own confidential or proprietary information, and in any event, not less than a reasonable degree of care.

(c) Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information that constitutes a trade secret will remain in place for so long as the applicable Confidential Information retains its status as a trade secret under applicable law.

5. Disclosure Required by Law. Notwithstanding anything to the contrary herein, Individual will be permitted to disclose Confidential Information that is requested or required to be disclosed by a governmental authority or applicable law, regulation, court order or rules of the stock exchange on which Individual's securities are traded, provided that Individual will: (a) if legally permissible, give Alto prompt, written notice (of at least five (5) business days' notice, if reasonably possible) to allow Alto to take whatever action it deems necessary to protect its Confidential Information; (b) cooperate with Alto if the Alto seeks a protective order or contests such disclosure; and (c) furnish only that portion of the Confidential Information which Individual is legally required to disclose.

6. No Derivative Works. Individual will not modify, reverse engineer, decompile, disassemble, or create derivative works based on any Confidential Information provided hereunder in tangible form, including without limitation, any product, plan, strategy, report, software, sample, prototype, electronic media, composition or equipment.

7. Return of Confidential Information. Upon Alto's written request or if this Agreement terminates without a definitive agreement in writing by the Parties outlining the terms of the Parties' continued commercial relationship, Individual will, at Alto's sole discretion, either return to Alto or destroy Confidential Information (including hard and electronic copies thereof).

8. Other Opportunities. Alto acknowledges that Individual or its Affiliates may currently be engaged in, or may in the future pursue, opportunities that are the same as or similar to the Purpose with a counterparty other than Alto, either independently or in collaboration with third parties. Nothing in this Agreement is intended to or should be construed to limit Individual's right to pursue such opportunities so long as Individual does not disclose or make use of the Confidential Information in violation of this Agreement.

9. No Representation or Warranty. Individual agrees that no representation or warranty of any kind, whether express, implied or statutory, is made as to the accuracy or completeness of any Confidential Information.

10. No License. Individual agrees that Confidential Information is and will remain Alto's sole property. Nothing in this Agreement will be construed as creating, granting, conveying, transferring or conferring upon Individual any right, interest or license in or to any patent, trademark, copyright, trade secret, know-how or other proprietary right or material owned by or licensed to Alto, whether or not it is part of the Confidential Information.

11. Assignment. Individual will not assign or transfer this Agreement nor any part thereof, without Alto's prior written consent. Any attempt by Individual to assign or transfer this Agreement or any right or obligation herein is void and without effect and will constitute a material breach of this Agreement. Any permitted assignee will assume all obligations of its assignor under this Agreement; provided, however, that, no assignment will relieve Individual of responsibility for the performance of any accrued obligation, which Individual then has hereunder. This Agreement will be binding upon and inure to the benefit of each of the Parties, its successors and permitted assigns.

12. No Publicity. Neither Party will use the name, trademark or any other indicia of the other Party in any publicity, advertising or information, in any media now known or hereinafter invented which is disseminated to any Third Party or to the general public without the other Party's prior written approval.

13. No Conflicts. Each Party agrees that the terms of this Agreement are not inconsistent with other contractual and/or legal obligations it may have.

14. Injunctive Relief. Individual agrees that Alto may suffer irreparable harm or injury if Confidential Information is made public, released to a Third Party, or otherwise used or disclosed in breach of this Agreement and that Alto will be entitled to seek, in addition to any other remedies available to it at law or in equity, injunctive relief against the breach or threatened breach.

15. No Agency. Nothing in this Agreement will be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.

16. Notices. Any notices required or permitted under this Agreement will be in writing and sent by recognized national or international overnight courier, registered or certified mail (postage prepaid, return receipt requested), or electronic mail, or delivered by hand to the addresses below for the applicable recipient, or to new or additional addresses as the Parties may be advised in writing. Notices under this Agreement will be deemed to be duly given: (a) two days after deposit with a recognized national or international overnight courier; (b) on the delivery date indicated in the return receipt for registered or certified mail; (c) when delivered by hand; or (d) via electronic mail with confirmed receipt.

For Alto:

Alto Pharmacy LLC

Attn: Legal

645 Harrison Street, Suite 200

San Francisco, California 94107

legal@alto.com

For Individual:

Anurag Ramayanapu

anurag.k.rama@gmail.com

28 MINE ST

New Brunswick, New Jersey

17. Survival. All provisions herein that, in accordance with the terms thereof, survive termination, that are irrevocable, that arise due to the termination or expiration of this Agreement or that are necessary to effectuate any such provision, will survive in accordance with those terms. Any other provision of this Agreement contemplated by its terms to pertain to a period of time following termination or expiration of this Agreement will survive only for the specified period of time.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, USA, without regard to its conflict of laws principles.

19. No Waiver. Neither Party will be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party.

20. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity or enforceability of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the unenforceable provision.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters herein contained, superseding any and all prior or contemporaneous written or oral agreements or undertakings regarding such matters. This Agreement may be amended or modified only by written agreement signed by the Parties.

22. Acceptance. The Individual has read and understands fully the terms of this Agreement. Individual represents and warrants that Individual has the full power and authority to enter into this Agreement. This Agreement is accessible on a platform made available to Individual by Alto and is deemed accepted and executed by Alto and will be fully executed, binding and enforceable once accepted by Individual via the platform.