

CONFIDENTIALITY AND NON-USE AGREEMENT

This is a CONFIDENTIALITY AND NON-USE AGREEMENT (the "Agreement"), dated **Dec 11th 2022**, between **M/s Adastra IP Private Limited, doing business as Aumirah IP**, a company registered under the Companies Act, 1956 having its office Ideashacks Coworking 14/3 Mathura Road, Sector 31, Faridabad, Delhi-NCR 121003, herein after referred to as, '**AUIP**';

And

Anand Richard Lobo, residing at **H. No. 1202, Ward 2, Murida, Plot 38, Fatorda, GOA 403602**, herein after referred to as, '**Anand Lobo**'

("AUIP" and "**Anand Lobo**" are collectively referred to as "Parties" and individually as "Party")

Background

Anand Lobo desires to engage AUIP for the services in the domain of Intellectual Property Rights and Technology Commercialization and to enable AUIP perform its functions, **Anand Lobo** desires to share, exchange or otherwise disclose or make available to AUIP, certain of their confidential and proprietary information including information about their proposed and under development/developed technologies, brands, hardware, software, designs and platforms for the purposes of filing and registration of suitable Intellectual Property Rights including patents, trade-marks, industrial designs, copyrights, etc. and for the evaluation of these rights for the purposes of commercialization.

In order to protect the confidentiality of this information the parties desire to impose restrictions on its use and further dissemination according to the terms and conditions set forth in this Agreement. Accordingly, the parties, intending to be legally bound, agree as follows:

Agreement

- Definition of Confidential Information.** As used in this Agreement, the term "Confidential Information" means information of a party (in such capacity, referred to as the "Discloser") that it desires to maintain as confidential or secret, which is provided or made available to the other party (in such capacity, the "Recipient"), including without limitation, software codes, technical information, data and drawings, quantitative and qualitative formula & information, and scientific, clinical, regulatory, marketing, financial and commercial information, data or results. Confidential Information may be oral, written, or in any electronic media and shall include Confidential Information obtained or acquired by visual observation of the Discloser's facilities or processes. Confidential Information also includes, without limitation, all portions of analyses, studies and other documents prepared by or for the benefit of the Recipient ("Recipient's Documents").
- Identification of Confidential Information.** All written disclosures of Confidential Information considered confidential by Discloser shall bear the notation "Confidential." Discloser shall confirm all non-written disclosures of Confidential Information in writing as being confidential within 30 days following the non-written disclosure. The written confirmation shall identify the particular Confidential Information, state that it is considered confidential, and shall be addressed to the person(s) who received such non-written disclosures.
- Obligation of Confidentiality and Non-Use.** Recipient shall keep all Confidential Information confidential and shall use Confidential Information only for the Purpose and not for the benefit of any third party. Recipient shall not disclose Confidential Information to any person or entity except that Recipient may disclose Confidential Information to its employees on a need-to-know basis in order to carry out their duties in connection with the Purpose. Any such employee shall be informed of the confidential nature of the Confidential Information and shall agree to be bound by confidentiality and non-use restrictions that are no less stringent than those contained in this Agreement. Without the prior written consent of Discloser, Recipient will not analyze, have analyzed or otherwise attempt to determine the composition or structure of any samples. Recipient

agrees to be responsible for any breach of this Agreement by any person or entity to whom it discloses Confidential Information hereunder.

4. **Certain Exceptions to Obligations.** The obligations of confidentiality and non-use set forth in this Agreement shall not apply to any portion of the Confidential Information that:
- (a) is in or falls into the public domain other than through the act or default of Recipient or any breach of a confidentiality obligation;
 - (b) is obtained by Recipient from a third party who (i) is rightfully in possession of the Confidential Information and (ii) does not violate any obligation of confidentiality or non-use by disclosing such Confidential Information;
 - (c) is in Recipient's possession and not subject to a duty of confidentiality prior to its disclosure by Discloser;
 - (d) is independently developed by Recipient without use of or access to the Confidential Information; or
 - (e) is disclosed by Recipient pursuant to a requirement of law, provided that Recipient has complied with the provisions as set forth in Paragraph 5 hereof.

Specific information disclosed as part of Confidential Information shall not be considered available to the general public or in the prior possession of Recipient merely because it is embraced by more general information available to the general public or in the prior possession of Recipient.

5. **Permitted Disclosure Under Legal Process.** If Recipient is requested or required by any legal process (such as deposition, interrogatories, requests for information, documents or admissions, subpoenas or the like) to disclose any Confidential Information, Recipient will immediately notify Discloser. Discloser may seek an appropriate protective order and/or waive Recipient's obligation to comply with this Agreement. Recipient will reasonably cooperate with Discloser's efforts to obtain any such order or other remedy. If no protective order is obtained and Recipient has not received a waiver hereunder before one business day prior to the time Recipient must disclose Confidential Information or else stand liable for contempt or suffer other sanction or penalty, then Recipient may disclose the requested Confidential Information to the minimum extent legally required. Recipient will use its best efforts to have such disclosed Confidential Information treated as confidential.
6. **Ownership of Confidential Information; Return of Tangible Copies.** All Confidential Information shall remain the property of Discloser and nothing herein shall be construed as giving Recipient any right, title or interest in or to the Confidential Information. With respect to any portion thereof that is or becomes covered by any patent, Recipient's rights with respect thereto shall be subject to all rights of the patent owner and/or licensee. Upon the written request of Discloser, Recipient shall (a) promptly return all copies of tangible Confidential Information, other than Recipient's Documents, and (b) destroy all portions of Recipient's Documents that contain Confidential Information.
7. **Additional Restrictions.** Except with the written consent of the other party, other than as expressly permitted hereunder, neither party will disclose to any person or entity (a) that Confidential Information has been made available or that discussions or negotiations may be taking place between Discloser and Recipient with respect to the Purpose, or (b) the terms, conditions, status or other aspects of any such negotiations, whether pending or concluded, between Discloser and Recipient.

8. **No Representations or Warranties.** Recipient recognizes that Discloser makes no representation or warranty as to reliability, accuracy or completeness of any of the Confidential Information, except for any such representation or warranty that may be contained in a definitive written agreement executed and delivered after the date hereof by Recipient and Discloser. Recipient agrees that neither Discloser nor any of Discloser's directors, officers, employees, agents or representatives shall have any liability to Recipient arising from the Confidential Information except as may arise out of any such definitive agreement.
9. **Term of Agreement.** This Agreement and the obligations of confidentiality and non-use contained herein shall remain in effect for a period of 5 years from the date each item of Confidential Information is disclosed or made available to Recipient.
10. **Availability of Specific Remedies.** Recipient recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the irreparable damage that could result to Discloser if information contained therein is disclosed to any third party in violation of this Agreement. It is understood that Discloser may institute appropriate proceedings to enforce its rights hereunder. Recipient acknowledges and agrees that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Discloser shall be entitled, in addition to any monetary damages, to specific performance and injunctive relief as remedies for any violation. These remedies shall not be deemed to be exclusive remedies for a violation of the terms of this Agreement but shall be in addition to all other remedies available to Discloser at law or in equity.
11. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces all prior discussions, agreements and rights relating to the subject matter hereof. No variation or modification of any of the terms of this Agreement or any waiver of the terms of provisions hereof shall be valid unless in writing and signed by an authorized representative of each party.
12. **Governing Law.** This Agreement, and any interpretation, dispute or controversy arising out of this Agreement, shall be governed by and construed in accordance with the laws of India, without regard to the conflicts of laws principles thereof.
13. **Waiver.** Delay or failure by a party hereto to exercise any right or remedy hereunder shall not impair such right or remedy or be construed or deemed to be a waiver of any other provision of this Agreement or a waiver of any subsequent breach of the same provision. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.
14. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized representatives as of the date first above written.

M/s Adastra IP Private Limited

Anand Richard Lobo

By: _____

Name: Rahul Bagga

Title: Director

By: _____

Anand Richard Lobo

Name: Anand Richard Lobo

Title: N/A