

## MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT (this “*Agreement*”) is made and entered into effective as of the date signed by the last Party to sign below (the “*Effective Date*”), by and between **Bristol-Myers Squibb Company**, having a place of business at Route 206 and Province Line Road, Princeton, NJ 08543-4000 (“*BMS*”) and Paraknowledge Corporation, having a place of business at 9515 Brandt Avenue, Oaklawn, IL 60453 (the “*Company*”). BMS and the Company may each be referred to herein as a “*Party*” or collectively as the “*Parties*.”

WHEREAS, each Party owns certain Confidential Information (as defined below) that such Party is interested in allowing the other Party to receive or observe, and such other Party is interested in receiving or observing, the Confidential Information that such Party discloses hereunder, all upon the terms and conditions, and solely for the Purpose (as defined below), set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereunder and other good and valuable consideration, the Parties hereby agree as follows.

### 1. Definitions

The terms in this Agreement with initial letters capitalized, whether used in the singular or the plural, shall have the meaning set forth below or, if not listed below, the meaning designated in places throughout this Agreement:

“*Affiliate*” shall mean, with respect to any Party, any corporation, partnership, limited liability company or other legal or business entity which, directly or indirectly, controls, is controlled by, or is under common control with, the specified Party. For purposes of this definition, the term “control” as applied to any Party or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Party or entity, whether through ownership of more than fifty percent (50%) of the voting securities of such entity, by contract, or otherwise.

“*Confidential Information*” shall mean, as disclosed hereunder by or on behalf of the Disclosing Party or its Representatives to the Receiving Party or its Representatives, all written, visual, oral and electronic data and information, including as they relate to the data and information regarding the Disclosing Party’s or its Affiliates business, products, processes, techniques, research, development, inventions and testing procedures. Confidential Information may include, without limitation, know-how, pre-clinical data and results, inventions, assay standards, methods and related information, technical plans, technical specifications, patent applications, research and development plans, business capabilities, as well as any other technical and business information of whatever nature. In order to be eligible for confidential treatment hereunder, Confidential Information disclosed in writing or electronically must be prominently designated as “confidential” at the time of disclosure and Confidential Information disclosed visually or orally must be stated to be such at the time of disclosure shall be confirmed in a written summary that the Disclosing Party shall provide to the Receiving Party within thirty (30) days after such disclosure, *provided, however*, that failure to comply with the foregoing shall not change the confidential status of such information if the Disclosing Party can demonstrate that a reasonable person in the industry would know that the information disclosed was confidential based on its character, manner of disclosure, and the circumstances surrounding its disclosure. Confidential Information of each Party includes the existence and contents of this Agreement, the fact that the Parties are having discussions pursuant to this Agreement, and terms and conditions relating to potential business arrangements between the Parties (all of the foregoing, “*Transaction Information*”).

**“Disclosing Party”** shall mean a Party that, either directly or through its Representatives, discloses its Confidential Information to the other Party or such other Party’s Representatives under this Agreement.

**“Prior Consent Information”** shall mean information or data that comprises or is contained in (a) patent applications or invention disclosures that have not been publicly disclosed, (b) any chemical structure or any amino acid or nucleic acid sequence of any compound, biomaterial, target or other substance that has not previously been publicly disclosed (or information that would reasonably enable the Receiving Party to determine same), or (c) specific targets or receptor/binding site of any compounds, antibodies or other biomaterials, to the extent not publicly known.

**“Purpose”** shall mean evaluating the Confidential Information relating to one or more potential business transactions or other arrangements involving the Parties.

**“Receiving Party”** shall mean a Party that, directly or through its Representatives, receives Confidential Information from the other Party under this Agreement.

**“Representatives”** of a Party shall mean that Party’s Affiliates and the directors, officers, employees, trustees, agents, consultants, advisors (including accountants, legal counsel, and financial advisors), and other representatives of that Party or any of its Affiliates.

## **2. Exceptions**

(a) Confidential Information shall not include information disclosed to the Receiving Party or its Representatives hereunder to the extent that the Receiving Party can establish, by competent evidence, that any such information:

(i) is or subsequently becomes publicly available other than by breach of this Agreement by the Receiving Party or any of its Representatives;

(ii) was lawfully in the Receiving Party’s or any of its Representatives’ possession immediately prior to the time of disclosure by the Disclosing Party or its Representatives without any obligation of confidentiality or restriction on use;

(iii) is provided to the Receiving Party or any of its Representatives without any obligation of confidentiality or restriction on use by a third party lawfully entitled to possession of such Confidential Information and who does not violate any contractual, legal or fiduciary obligation to the Disclosing Party or its Affiliates by providing such Confidential Information to the Receiving Party or any of its Representatives; or

(iv) is independently developed by or on behalf of the Receiving Party or any of its Representatives without use of, reference to, or reliance upon, the Confidential Information of the Disclosing Party.

(b) For the avoidance of doubt, specific Confidential Information disclosed to the Receiving Party or any of its Representatives by or on behalf of the Disclosing Party shall not be deemed to be publicly known, or in the Receiving Party’s or any of its Representatives’ prior possession, merely because such Confidential Information is embraced by more general information which is publicly known or in the Receiving Party’s or any of its Representatives’ prior possession. Likewise, specific Confidential Information disclosed to the Receiving Party or any of its Representatives by or on behalf of the Disclosing Party shall not be deemed to be publicly known merely because other Confidential Information contained in the same document or embodiment becomes publicly known.

(c) If Confidential Information of the Disclosing Party becomes publicly available after it is disclosed to the Receiving Party, such public availability shall not affect the Disclosing Party's right to obtain damages or other remedies for any unauthorized use or disclosure of the Confidential Information prior to the date it became publicly available.

### **3. Disclosure by or on behalf of a Disclosing Party**

Each Party shall comply with all applicable laws, rules and regulations in providing Confidential Information to the other Party and in handling, disclosing, storing and using the Confidential Information of the other Party. Each Party acknowledges and agrees that this Agreement does not obligate the other Party to disclose any Confidential Information. Following the Effective Date, the Disclosing Party may disclose, in its sole discretion, directly or through any of its Representatives, Confidential Information to the Receiving Party or to any of its Representatives as the Disclosing Party deems necessary and desirable for the Purpose; *provided, however*, that no Prior Consent Information will be disclosed by Company to BMS unless BMS has requested same in writing following the Effective Date of this Agreement, and no such Prior Consent Information will be deemed to be Confidential Information hereunder unless and until BMS shall have, following the Effective Date of this Agreement, specifically requested in writing the disclosure to it of such additional information and Company thereafter provides such Confidential Information. For the avoidance of doubt, in the event that any Prior Consent Information is disclosed to BMS before BMS has requested same in writing, such Prior Consent Information shall not be Confidential Information under this Agreement, and BMS may freely disclose and use such Prior Consent Information.

### **4. Use of Confidential Information and confidentiality obligations**

(a) The Receiving Party shall use the Confidential Information of the Disclosing Party solely for the Purpose.

(b) The Receiving Party shall not disclose the Confidential Information to any third party, unless and only to the extent permitted under this Agreement.

(c) The Receiving Party shall keep the Confidential Information of the Disclosing Party confidential and secure at all times and shall take security measures at least equal to those security measures the Receiving Party employs to protect its own confidential information of like character, but in any event not less than reasonable security measures, to protect from disclosure to and use by third parties and to keep confidential the Confidential Information of the Disclosing Party.

### **5. Permitted Disclosure by the Receiving Party**

(a) The Receiving Party may only disclose the Disclosing Party's Confidential Information to such of its Representatives who (i) have a need to know the Confidential Information for the purposes of assisting the Receiving Party in relation to the Purpose and (ii) have been advised of the confidential nature of the Confidential Information and are bound by written obligations of confidentiality and non-use or a professional code-of-conduct applying to protect the Confidential Information under terms at least as restrictive as those contained herein. The Receiving Party shall be responsible and liable for any unauthorized use or disclosure by its Representatives of the Disclosing Party's Confidential Information.

(b) The Receiving Party shall not be in breach of this Agreement to the extent that the Receiving Party is required to disclose Confidential Information under applicable laws or regulations (including the requirements of federal securities laws or the rules of a national securities exchange to which it is subject) or an order by a court, administrative agency or other regulatory body having competent jurisdiction over such Party; *provided, however*, that except where impracticable or legally impermissible, the Receiving Party shall give the Disclosing Party reasonable advance notice of such disclosure requirement (which shall include a copy of any applicable subpoena or order), shall afford the Disclosing

Party a reasonable opportunity to oppose, limit or secure confidential treatment for such required disclosure, and shall provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing, limiting or securing confidential treatment for such required disclosure. In the event of any such required disclosure, the Receiving Party shall disclose only that portion of the Confidential Information of the Disclosing Party that the Receiving Party is advised by legal counsel that it is legally required to be disclosed. The Receiving Party agrees that any Confidential Information so disclosed will not lose its status as Confidential Information as a result of being so disclosed and will continue to be subject in all respects to the terms and conditions of this Agreement.

## **6. Return of Confidential Information**

Upon the written request of the Disclosing Party, the Receiving Party shall destroy or return (in its sole discretion) to the Disclosing Party all written materials and documents, software and other things made available or supplied by the Disclosing Party to the Receiving Party that comprise the Confidential Information of the Disclosing Party, and all copies thereof, including, to the extent practicable, by expunging all Confidential Information of the Disclosing Party from any computer or other device containing such information, and the Receiving Party shall use all reasonable efforts to destroy all notes, summaries, analyses and reports made by the Receiving Party's and its Representatives containing the same, including any copies thereof; *provided, however*, that subject to the terms and conditions of this Agreement, (a) the Receiving Party shall be entitled to retain one archival copy of each of the foregoing items solely for purposes of determining its continuing rights and obligations under this Agreement, (b) if a legal proceeding seeking disclosure of Confidential Information is pending, the Receiving Party may retain such Confidential Information until a final judgment with respect thereto has been rendered or such proceeding is settled or is otherwise no longer pending, and (c) the Receiving Party and any of its Representatives may retain any electronic files containing Confidential Information that are made by the Receiving Party or any of its Representatives in the ordinary course of its business information back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information. This Section 6 shall not apply to any Transaction Information.

## **7. Term and Survival**

This Agreement will expire on the second (2nd) anniversary of the Effective Date or upon thirty (30) days' prior written notice by either Party to the other Party. Notwithstanding the expiry of this Agreement, the Receiving Party's obligations under Sections 4, 5 and 6 of this Agreement shall expire on the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding the expiry of this Agreement, Sections 9 through 16 shall survive the expiration or termination of this Agreement.

## **8. Representations and Warranties**

Each Party warrants and represents to the other that: (a) it has the legal power and authority to enter into and perform under this Agreement, (b) it and each of its Representatives has the right to disclose the Confidential Information to the other Party and such other Party's Representatives for the Purpose as set forth in, and subject to the terms of, this Agreement, and (c) the terms of this Agreement do not conflict with other contractual obligations which it or its Representatives may have.

## **9. No Further Rights; Obligations**

(a) The Receiving Party shall not have or acquire any right, title, interest, or claim in or to any of the Disclosing Party's Confidential Information by operation of this Agreement.

(b) This Agreement does not oblige either Party to enter into any further agreement with the other. It is understood and agreed that unless and until there is a definitive agreement between the Parties with respect to any transaction, neither Party intends to be, nor shall either Party be, under any legal

obligation of any kind whatsoever with respect to any transaction or otherwise, by virtue of any written or oral expressions by such Party's Representatives with respect to such transaction, except for the matters specifically agreed to in this Agreement. Each of the Parties understands and agrees that, except for this Agreement, no contract or agreement providing for any transaction involving the Parties shall be deemed to exist unless and until a definitive agreement has been executed and delivered, and each of the Parties hereby waives in advance any claims, including without limitation claims for breach of contract, in connection with any transaction between the Parties, except for claims arising under this Agreement, unless and until the Parties shall have entered into a definitive agreement.

#### **10. No Public Disclosure**

Subject to Section 5(b), neither Party shall disclose the existence of or any of the terms and conditions of this Agreement, any evaluation performed under this Agreement, or the existence or substance of any negotiations conducted between the Parties without the prior written consent of the other Party. No oral or written public release of any statement, information, advertisement, press release or publicity matter having any reference to any Party, express or implied, shall be made by another Party or on the other Party's behalf regarding the existence of or any of the terms and conditions of this Agreement, and evaluation performed under this Agreement, or the existence or substance of any negotiations conducted between the Parties without the prior written consent of the other Party, unless and until such matter shall have first been submitted to and received the approval in writing of the Party whose name is being used.

#### **11. Waiver**

No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by applicable law. Any provision of this Agreement may be waived by the Party entitled to the benefit thereof, if in writing and signed by the Party against whom the waiver is sought.

#### **12. Governing Law**

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York, USA, without giving effect to principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the County and State of New York for any suits or other legal proceedings relating to this Agreement. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

#### **13. Assignment**

Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party; *provided, however*, that either Party may, without such consent, assign this Agreement and its rights and obligations hereunder (i) in connection with the transfer or sale of all or substantially all of its business or assets, or in the event of its merger, consolidation, change in control or similar transaction; or (ii) to one of its Affiliates, *provided* that such Party shall remain jointly and severally liable with such Affiliate for the performance of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder or relieve it of any confidentiality obligations or use restrictions with respect to the Disclosing Party's Confidential Information. Any assignment in violation of the foregoing shall be null and void.

#### **14. Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes and merges all prior discussions, agreements, and negotiations between them as to the subject matter hereof. No amendment, change or supplement to this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

#### **15. Material Nonpublic Information**

Confidential Information disclosed by the Disclosing Party to the Receiving Party may contain material information about the Disclosing Party that has not been disclosed to the public generally. The Receiving Party hereto understands that the Receiving Party could be subject to fines, penalties, and other liabilities under applicable securities laws if the Receiving Party trades in the Disclosing Party's securities while in possession of any such material nonpublic information or communicates such information to any other person who trades in such securities.

#### **16. Miscellaneous**

The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement. Whenever any provision of this Agreement uses the term "including", "include", or "includes", such term shall be deemed to be followed by the words "without limitation". Unless the context otherwise requires (e.g., by the use of the word "either"), the word "or" is used in the inclusive sense (i.e., "and/or"). The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to one gender as well as to all genders. References to a person are also to its permitted successors and assigns. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement shall be affected thereby. For the purposes of this Agreement, each Party shall be an independent contractor without the authority to bind or act as agent for the other Party for any purpose. Where this Agreement imposes an obligation on a Party's Representatives, such obligation will be deemed to include such Party's obligation to procure that such Representatives comply with such obligation. No presumption as to construction of this Agreement shall apply against either Party with respect to any ambiguity in the wording of any provision(s) of this Agreement irrespective of which Party may be deemed to have authored the ambiguous provision(s). The language of this Agreement shall be deemed to be the language mutually chosen by the Parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one and the same Agreement. The use of an electronic signature shall have the same legal effect, validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. Any signature delivered by a Party by electronic transmission (including email transmission of a .pdf image) shall be deemed to be an original signature hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

**BRISTOL-MYERS SQUIBB COMPANY**

By: Hima Kher  
Hima Kher (Oct 12, 2023 21:49 EDT)  
Name: Hima Kher  
Title: Sr. Director, Business Development  
Date: October 12, 2023

**PARAKNOWLEDGE CORPORATION**

By: Ishanu Chattopadhyay  
Name: Ishanu Chattopadhyay  
Title: CEO, Paraknowledge Corporation  
Assistant Prof. University of Chicago  
Date: October 10 2023

# Paraknowledge CDA signed-MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT - BMS Template - March 2023

Final Audit Report


2023-10-13

Created:	2023-10-12
By:	Cathie Gavin (cathie.gavin@bms.com)
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## "Paraknowledge CDA signed-MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT - BMS Template - March 2023" History

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