MUTUAL NON-DISCLOSURE AGREEMENT

Agreement Reference: NDA-2024-0445
Effective Date: February 14, 2024

DISCLOSING PARTIES

Party A: BioTech Innovations Ltd.
Registered Office: 888 Research Park Boulevard, Cambridge, MA 02139
Legal Entity: Massachusetts Corporation
Representative: Dr. Amanda Foster, Chief Scientific Officer
Email: a.foster@biotechinnovations.com

Party B: PharmaDevelopment Corporation
Corporate Headquarters: 1200 Pharmaceutical Way, New Brunswick, NJ 08901
Legal Entity: Delaware Corporation
Representative: James Mitchell, VP of Business Development
Email: j.mitchell@pharmadevelopment.com

PURPOSE AND SCOPE

Both parties wish to explore potential collaboration opportunities in the development of novel therapeutic compounds for oncology applications. This may include sharing proprietary research data, clinical trial results, manufacturing processes, regulatory strategies, and commercial market analysis.

DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information includes all non-public, proprietary, or confidential information disclosed by either party, whether orally, in writing, electronically, or through observation, including but not limited to:

- **Research and development data, including experimental results and methodologies**
- **Compound formulations, synthesis pathways, and manufacturing processes**
- **Clinical trial protocols, data, and regulatory submissions**
- **Financial information, business strategies, and market analyses**
- **Customer lists, supplier information, and partnership agreements**

- **Patent applications, trade secrets, and intellectual property**
- **Any information marked "Confidential" or that would reasonably be considered confidential**

OBLIGATIONS AND RESTRICTIONS

Non-Disclosure Obligations

Each party agrees to:

- **Maintain strict confidentiality of all received Confidential Information**
- **Use Confidential Information solely for evaluation of potential collaboration**
- **Not disclose Confidential Information to third parties without prior written consent**
- **Limit access to Confidential Information to employees and advisors with legitimate need-to-know**
- **Ensure all recipients sign appropriate confidentiality agreements**

Prohibited Activities

Neither party may:

- **Reverse engineer or attempt to discover trade secrets from disclosed information**
- **Use Confidential Information to develop competing products or services**
- **File patent applications based solely on disclosed Confidential Information**
- **Disclose information to competitors or potential acquirers without consent**

EXCEPTIONS TO CONFIDENTIALITY

Confidential Information does not include information that:

- **Is publicly available at the time of disclosure or becomes publicly available through no breach of this agreement**
- **Was rightfully known by the receiving party prior to disclosure**
- **Is independently developed without use of Confidential Information**

- **Is rightfully received from a third party without breach of confidentiality**
- **Must be disclosed pursuant to law, regulation, or court order (with prior notice to disclosing party)**

TERM AND DURATION

- **Agreement Term: This agreement commences on February 14, 2024 and continues for three (3) years**
- **Confidentiality Period: Confidentiality obligations survive for seven (7) years from the date of disclosure**
- **Extension: May be extended by mutual written agreement**
- **Early Termination: Either party may terminate with 30 days written notice**

RETURN OF INFORMATION

Upon termination of this agreement or upon written request, each party shall:

- **Immediately return or destroy all Confidential Information in any form**
- **Delete all electronic copies and remove information from computer systems**
- **Provide written certification of compliance within 15 days**
- **Continue to maintain confidentiality of previously disclosed information**

NO LICENSE OR OWNERSHIP TRANSFER

- **No rights, title, or interest in Confidential Information is granted except as expressly stated**
- **No license to patents, trademarks, or copyrights is granted or implied**
- **Each party retains full ownership of its respective Confidential Information**
- **Any joint developments require separate written agreement**

LIABILITY AND REMEDIES

Damages and Remedies

- **Both parties acknowledge that unauthorized disclosure would cause irreparable harm**

- **Monetary damages may be inadequate remedy; injunctive relief is appropriate**
- **Breaching party liable for all damages, costs, and attorneys' fees**
- **Maximum liability cap: $2,000,000 per incident**

Indemnification

Each party agrees to indemnify and hold harmless the other party against claims arising from:

- **Breach of confidentiality obligations under this agreement**
- **Unauthorized use or disclosure of Confidential Information**
- **Violation of third-party intellectual property rights**

COMPLIANCE AND REGULATORY

Both parties acknowledge that:

- **Information sharing must comply with antitrust and competition laws**
- **Any regulatory filings must protect confidential nature of shared information**
- **Export control laws may apply to certain technical information**
- **Clinical data sharing must comply with patient privacy regulations**

DISPUTE RESOLUTION

- **Initial Resolution: Good faith negotiations between designated representatives**
- **Mediation: If unresolved within 30 days, submit to mediation under AAA rules**
- **Arbitration: If mediation fails, binding arbitration in Boston, Massachusetts**
- **Interim Relief: Either party may seek temporary restraining orders for breach**

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by Massachusetts state law without regard to conflict of law principles. Any legal proceedings shall be conducted in the state or federal courts located in Massachusetts.

GENERAL PROVISIONS

Assignment

- **Neither party may assign this agreement without prior written consent**
- **Agreement binds successors and assigns**
- **Subsidiaries and affiliates are included under this agreement with prior notice**

Entire Agreement

- **This agreement constitutes the entire understanding between the parties**
- **Supersedes all prior agreements or understandings relating to confidentiality**
- **May only be modified by written agreement signed by both parties**

Severability

If any provision is deemed invalid or unenforceable, the remainder of the agreement remains in full force and effect.

EXECUTED on February 14, 2024

BioTech Innovations Ltd.
Signature: Dr. Amanda Foster
Title: Chief Scientific Officer
Date: February 14, 2024
Witness: Dr. Robert Chen, VP Research

PharmaDevelopment Corporation
Signature: James Mitchell
Title: VP of Business Development
Date: February 14, 2024
Witness: Sarah Williams, Legal Counsel

Each party acknowledges having read, understood, and agreed to be bound by all terms and conditions of this Mutual Non-Disclosure Agreement.