

## MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the “**Agreement**”) entered into on this 22<sup>nd</sup> day of March, 2021 (the “**Effective Date**”) is made by and between

**Biological E. Limited**, a Company incorporated under the Companies Act, 1956 having its registered office at 18/1 & 3, Azamabad, Hyderabad-500 020, State of Telangana, India through its Sr.Vice President – Legal N.Eswara Reddy (hereinafter referred to as “**Bio E.**” which expression shall unless repugnant to the context mean and include its successors, Affiliates and permitted assigns) of the **One Part**

And

**Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia**, a state organization incorporated and existing under the laws of Georgia having its registered office at 144 Tsereteli ave., Tbilisi, 0119 Georgia (hereinafter referred to as “**MoIDPLHSA**”) and **Ministry of Foreign Affairs of Georgia**, a state organization incorporated and existing under the laws of Georgia having its registered office at #4 Sh. Chitadze, Tbilisi 0118 Georgia (hereinafter referred to as “**MFA**”), which expression shall unless repugnant to the context mean and include its successors, Affiliates and permitted assigns, of the **Other Part**

### RECITALS

- a). Whereas, Bio E. is a leading manufacturer of various life saving vaccines in India supplied globally to various countries.
- b). Whereas, Bio E. has developed Covid -19 Vaccine candidate based on Receptor Binding Domain (RBD) from Spike-Protein of SARS-COV-2 virus as antigen in combination with adjuvants alum and CPG.
- c). Whereas, both Bio E. and MoIDPLHSA/MFA are in discussions with each other for a possible business collaboration for Covid -19 vaccine preparation and supply in Argentina and other Latin American Countries.
- d). Bio E. and MoIDPLHSA/MFA wish to exchange certain confidential information for the purpose of evaluating the possibilities of having a mutually beneficial business relationship.
- e). Whereas the Parties wish to set forth the terms and conditions of the exchange of the Confidential Information contemplated hereunder by entering into this Agreement.

Bio E. and MoIDPLHSA/MFA are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

In consideration of the mutual promises, covenants and agreements stated below, and intending to be legally bound, the Parties agree as follows:

## 1. DEFINITIONS

- 1.1. **Affiliate:** The term "Affiliate" shall mean any business entity that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with a Party.
- 1.2. **Confidential Information:** The term "Confidential Information" shall mean any information disclosed by one Party to the other (1) in writing and marked confidential or, (2) if disclosed orally, is identified as confidential at the time of disclosure and within ten (10) days after such oral disclosure is reduced to writing and marked confidential. Confidential Information shall mean any and all information including without limitation, (i) data, results, ideas, processes, techniques, formulae, know-how, improvements, discoveries, developments and designs, source code, software (hereinafter collectively referred to as "**Inventions**"); (ii) tangible and intangible information relating to biological materials such as cell lines, antibodies, tissue samples, proteins, nucleic acids and the like, assays and assay components and media, procedures and formulations for producing any such assays or assay components, and preclinical and clinical data, results, developments or experiments, and (iii) plans for research, development and new products, marketing and selling information, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers and information regarding skills and compensation of the employees of Disclosing Party. Confidential Information shall not, however, include any information which is (i) already in the public domain at time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (ii) lawfully and in good faith received from a third party who did not derive it, directly or indirectly, from the Disclosing Party; or (iii) already known to or independently developed by the Receiving Party as evidenced by its written records. Information disclosed by the Disclosing Party or made available to the Receiving Party shall be presumed to be Confidential Information and the burden of establishing that such information comes within the foregoing exceptions shall rest with the Receiving Party.
- 1.3. **Disclosing Party:** The term "Disclosing Party" shall mean the Party disclosing Confidential Information to other Party.
- 1.4. **Receiving Party:** The term "Receiving Party" shall mean the Party receiving Confidential Information from other Party.

## 2. DISCLOSURE REQUIRED BY APPLICABLE LAW:

- 2.1. Notwithstanding any other provision of this Agreement, Receiving Party may disclose the Confidential Information to the extent necessary to comply with an

applicable governmental law, rule, regulation, or order after giving at least thirty (30) days notice in writing to the Disclosing Party to enable the Disclosing Party to seek a protective order against such disclosure. The Receiving Party agrees to cooperate fully with the Disclosing Party in seeking such order.

### **3. RESTRICTION ON USE**

- 3.1. Receiving Party agrees (i) to use the Confidential Information only in connection with its performance of this Agreement; (ii) to receive and hold the Confidential Information in strict confidence and take all steps as are necessary to prevent the disclosure of Confidential Information to any third party without prior written consent of the Disclosing Party, which the Disclosing Party may withhold at its sole discretion; (iii) to disclose Confidential Information only on a need-to-know basis to its employees and consultants who have entered into written agreements which impose, or are otherwise bound by, restrictions upon the Confidential Information that are at least equivalent to those imposed hereunder; (iv) not to make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party and (v) to immediately notify the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

### **4. RETURN OF CONFIDENTIAL INFORMATION**

- 4.1. Receiving Party shall return or destroy at Disclosing Party's option, and in any case upon termination or expiration of this Agreement all originals, copies, reproductions and summaries of Confidential Information then in Receiving Party's possession or control. However, Receiving Party may retain one copy of Confidential Information solely for the purpose of complying with the provisions of this Agreement.

### **5. NO FURTHER BUSINESS ARRANGEMENT**

- 5.1. Neither Party shall have any obligation to disclose Confidential Information to the other Party. Either Party may, at any time, cease disclosing Confidential Information to the other Party without any liability. This Agreement is not intended, and shall not be construed, to obligate either Party to enter into any further agreement with the other Party or refrain from entering into an agreement or negotiation with any third party.

### **6. TERM AND TERMINATION**

- 6.1. This Agreement shall be effective from the Effective Date. Each Party shall have a right to terminate this Agreement by giving 30 days written notice to the other Party. Notwithstanding any such termination or expiration, the Receiving Party's

obligations under this Agreement shall continue for a period of one year from the Effective Date of this Agreement.

- 6.2. The obligations set forth in Articles 6, 7 and 8 will survive any termination or expiration of this Agreement.

## 7. **EQUITABLE RELIEF**

- 7.1. Each of the Parties hereto recognizes that breach of this Agreement will cause irreparable harm to the other Party that is inadequately compensable in damages and that, in addition to other remedies a Party may have available at law or equity, each Party agrees that the other is entitled to injunctive relief for such breach.

## 8. **GOVERNING LAW & JURISDICTION**

- 8.1. This Agreement shall be subject to and interpreted according to the Laws of the Republic of India. Any dispute/differences or claims under or in relation to this Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of the Republic of India. The arbitration proceedings will be held at Hyderabad by a sole arbitrator to be nominated by mutual consent of the Parties and the arbitral award shall be final and binding on the Parties. The arbitration proceedings shall be conducted in English language.

## 9. **NOTICES**

- 9.1. All notices given under this Agreement shall be in writing and shall be delivered either personally or sent by fax or mail to the Parties at the addresses set forth below, or to such other addresses as the Parties may designate in writing and by fax/mail:

If to the Biological E. Ltd, then to

**Attn:** N.ESWARA REDDY

**Designation:** Sr.Vice President - Legal

**Address:**18/1 & 3, Azamabad,

**Hyderabad – 500 020**

**State of Telangana.**

**Ph:** 98490 29914

**Email:** [Eswarareddy.n@biologicale.com](mailto:Eswarareddy.n@biologicale.com)

If to the Ministry of Internally Displaced Persons from the Occupied Territories,  
Labour, Health and Social Affairs of Georgia, then to

**Attn:** Tamar Gabunia  
**Designation:** First Deputy Minister  
**Address:** 144 Tsereteli ave., Tbilisi 0119 Georgia  
**Ph:** +995322510011  
**Email:** [tgabunia@moh.gov.ge](mailto:tgabunia@moh.gov.ge)

If to the Ministry of Foreign Affairs of Georgia, then to

**Attn:** Alexander Khvtisiashvili  
**Designation:** Deputy Minister  
**Address:** #4 Sh. Chitadze, Tbilisi 0118 Georgia  
**Ph:** +995322945000  
**Email:** [a.khvtisiashvili@mfa.gov.ge](mailto:a.khvtisiashvili@mfa.gov.ge)



## **10. MISCELLANEOUS**

- 10.1.** Confidential Information furnished to the Receiving Party by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to the Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party in, to or under Disclosing Party's patents, copyrights, trademarks, or trade secrets.
- 10.2.** Confidential Information disclosed by the Parties to each other is provided on "AS-IS" basis only with no express or implied warranties of any kind, including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement of any patent, copyright or other third party intellectual property right. Neither Party shall have any liability whatsoever to the other Party or any third party for any damages arising from either Party's use of the Confidential Information.
- 10.3.** Each Party represents, warrants and covenants that it is not, and shall not become, a party to any contract or other agreement with any other person, corporation, partnership or any other entity that would interfere with or prevent such Party from complying with the terms and provisions of this Agreement.
- 10.4.** Each Party shall have the right to enforce the provisions of this Agreement in strict accordance with its terms. The failure of either Party at any time to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom contrary to the specific provisions hereof or as having in any way modified or waived same.
- 10.5.** Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.



- 10.6. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby. No amendment or modifications hereof shall be binding unless in writing and duly executed by authorized representatives of both Parties.
- 10.7. If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- 10.8. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.
- 10.9. It is understood that this Agreement does not constitute any partnership and any of the Party as the agent or legal representative of other Party for any purpose whatsoever, and accordingly, any Party is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of other Party.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this Agreement effective as of the Effective Date.

<p>For and on behalf of:</p> <p><b>BIOLOGICAL E. LTD</b></p>  <p>Signature: Name: N.ESWARA REDDY Designation: Sr.V.P - LEGAL</p>	<p>For and on behalf of:</p> <p><b>Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia</b></p> <p>Signature:  Name: Ekaterine Tikaradze Designation: Minister</p> <p>Signed and delivered on behalf of</p> <p><b>Ministry of Foreign Affairs of Georgia</b></p> <p>Signature:  Name: Alexander Khvtisiashvili Designation: Deputy Minister</p>
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