

SI REACH CONSULTANT TERMS OF ENGAGEMENT, NON-DISCLOSURE, NON-SOLICITATION, NON-CIRCUMVENTION, INTELLECTUAL PROPERTY AND DATA PROTECTION AGREEMENT

IMPORTANT NOTICE

BY REGISTERING WITH SI REACH, ACCEPTING AN ASSIGNMENT, RESPONDING TO A PROJECT INVITATION, PARTICIPATING IN ANY PROJECT, RECEIVING PROJECT MATERIALS, ACCESSING COMPANY INFORMATION, RECEIVING PAYMENT, OR PROVIDING SERVICES THROUGH SI REACH, THE CONSULTANT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

NO PHYSICAL, DIGITAL, ELECTRONIC, OR HANDWRITTEN SIGNATURE SHALL BE REQUIRED FOR THIS AGREEMENT TO BECOME EFFECTIVE.

THE CONSULTANT'S ACCEPTANCE OF ANY ASSIGNMENT, PROJECT INVITATION, PAYMENT, PROJECT MATERIAL, OR COMMUNICATION FROM SI REACH SHALL CONSTITUTE FULL, IRREVOCABLE, AND LEGALLY ENFORCEABLE ACCEPTANCE OF THIS AGREEMENT.

1. PARTIES

This Agreement governs the relationship between:

SI Reach, an expert network, consulting, market research, competitive intelligence, business intelligence, healthcare insights, and strategic advisory platform operated by **SI Research & Solutions Pvt. Ltd.**, incorporated under the laws of India and having its registered office in Pune, Maharashtra, India (hereinafter referred to as "SI Reach" or the "Company"),

AND

Any individual, consultant, freelancer, advisor, interviewer, researcher, analyst, subject matter expert, healthcare professional, Key Opinion Leader (KOL), contractor, project associate, or professional accepting assignments through SI Reach (hereinafter referred to as the "Consultant").

For the purpose of this Agreement, references to SI Reach shall include SI Research & Solutions Pvt. Ltd., its affiliates, directors, officers, employees, agents, clients, partners, contractors, representatives, successors, and assigns.

2. PURPOSE OF ENGAGEMENT

The Consultant may be engaged by SI Reach from time to time for consulting assignments, market research projects, expert interviews, KOL interviews, competitive intelligence assignments, surveys, business intelligence projects, strategic consulting engagements, pharmaceutical industry projects, healthcare research, conference coverage, stakeholder interviews, data analysis, reporting, and related services.

Acceptance of any assignment shall constitute acceptance of this Agreement.

3. CONFIDENTIAL INFORMATION

"Confidential Information" includes but is not limited to:

- Client identities and project sponsors
 - Research objectives and methodologies
 - Market intelligence and competitive intelligence findings
 - Business plans and strategies
 - Financial and pricing information
 - Project briefs and deliverables
 - Databases and contact information
 - Healthcare professional information
 - KOL information and interview records
 - Proprietary tools, templates, dashboards, frameworks, and methodologies
 - Reports, analyses, presentations, and data files
 - Any information disclosed verbally, electronically, visually, or in writing that is reasonably considered confidential
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4. NON-DISCLOSURE OBLIGATIONS

The Consultant agrees to:

- a) Use Confidential Information solely for authorized SI Reach assignments.
- b) Not disclose Confidential Information to any third party without prior written authorization.
- c) Maintain strict confidentiality and apply reasonable security measures to protect such information.
- d) Not copy, share, distribute, reproduce, publish, or retain Confidential Information except as required for the assignment.
- e) Immediately notify SI Reach of any actual or suspected unauthorized disclosure or breach.
- f) Not discuss any project, client, findings, or deliverables on social media, websites, publications, conferences, podcasts, webinars, or professional forums.

5. CLIENT CONFIDENTIALITY

The Consultant shall not directly or indirectly disclose, identify, reveal, or discuss the identity of any SI Reach client, prospective client, sponsor, healthcare organization, pharmaceutical company, expert, KOL, healthcare professional, supplier, or business partner unless specifically authorized in writing.

6. RESTRICTION ON USE OF ARTIFICIAL INTELLIGENCE TOOLS

The Consultant shall not upload, input, process, summarize, analyze, or disclose any confidential information, project materials, client information, transcripts, reports, presentations, databases, recordings, physician information, healthcare information, or proprietary information belonging to SI Reach or its clients into any public or third-party Artificial Intelligence platform, including but not limited to ChatGPT, Gemini, Claude, Copilot, DeepSeek, Grok, Perplexity, or similar systems, without prior written authorization from SI Reach.

Any unauthorized disclosure through AI tools shall constitute a material breach of this Agreement.

7. INTERVIEWS, RECORDINGS AND TRANSCRIPTS

The Consultant shall not record any interview, expert consultation, KOL discussion, client meeting, webinar, conference call, or project-related communication without prior written approval from SI Reach.

All recordings, transcripts, notes, summaries, analyses, and outputs generated during such engagements shall remain the exclusive property of SI Reach.

8. NON-SOLICITATION

During the engagement and for a period of twenty-four (24) months thereafter, the Consultant shall not directly or indirectly:

- a) Solicit or provide services to any client introduced through SI Reach.
 - b) Solicit any prospective client identified through SI Reach.
 - c) Recruit, solicit, or hire any employee, consultant, contractor, advisor, or representative of SI Reach.
 - d) Encourage any employee, consultant, or contractor to terminate their relationship with SI Reach.
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9. NO DIRECT ENGAGEMENT / NON-CIRCUMVENTION

The Consultant agrees not to bypass, circumvent, avoid, or attempt to avoid SI Reach in connection with any:

- Client relationship
- Expert network engagement
- KOL relationship
- Healthcare professional relationship
- Research assignment
- Business opportunity
- Strategic partnership
- Vendor relationship
- Consulting engagement

The Consultant shall not directly approach, engage, contract with, invoice, accept work from, or establish a commercial relationship with any client, expert, KOL, healthcare professional, supplier, or business contact introduced through SI Reach for a period of thirty-six (36) months from the date of introduction unless prior written approval is obtained from SI Reach.

10. INTELLECTUAL PROPERTY

All reports, analyses, presentations, interview summaries, research findings, databases, dashboards, spreadsheets, recordings, methodologies, frameworks, software outputs, written materials, and work products created during the engagement shall be the sole and exclusive property of SI Reach.

The Consultant hereby irrevocably assigns all intellectual property rights, copyrights, database rights, and related rights arising from such work to SI Reach.

The Consultant shall not reuse, distribute, publish, license, sell, or commercialize such materials without prior written authorization.

11. INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor and not an employee, partner, agent, or representative of SI Reach.

The Consultant shall be solely responsible for all taxes, statutory obligations, registrations, and compliance requirements relating to compensation received.

12. PAYMENT TERMS

- a) Compensation shall be communicated separately for each assignment.
 - b) Payment shall be subject to satisfactory completion and acceptance of deliverables.
 - c) SI Reach may withhold payment for incomplete, inaccurate, fraudulent, plagiarized, misleading, or non-compliant work.
 - d) Approved payments shall normally be processed within thirty (30) days.
 - e) No payment shall be due for unauthorized work.
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13. CONFLICT OF INTEREST

The Consultant represents and warrants that:

- a) No existing agreement prevents performance under this Agreement.
 - b) Any actual, potential, or perceived conflict of interest shall be disclosed immediately.
 - c) The Consultant shall not engage in activities that compromise the interests of SI Reach or its clients.
 - d) Confidential information shall not be used for the benefit of competitors or third parties.
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14. DATA PRIVACY AND COMPLIANCE

The Consultant shall comply with all applicable privacy, confidentiality, anti-corruption, anti-bribery, and data protection laws, including the Digital Personal Data Protection Act, 2023 (India), GDPR where applicable, and client-specific compliance requirements.

The Consultant shall not copy, transfer, retain, disclose, or misuse personal data obtained during assignments.

15. RETURN AND DELETION OF INFORMATION

Upon completion of an assignment or upon request by SI Reach, the Consultant shall immediately:

- Return all materials and documents;
 - Permanently delete all electronic copies;
 - Cease access to confidential information;
 - Confirm deletion in writing if requested.
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16. BREACH AND REMEDIES

The Consultant acknowledges that any breach of this Agreement may cause substantial and irreparable harm to SI Reach.

SI Reach shall be entitled to:

- Immediate injunctive relief;
- Specific performance;
- Recovery of actual damages;
- Recovery of legal and enforcement costs;
- Recovery of profits earned from the breach;
- Immediate termination of assignments.

Additionally, the Consultant agrees that SI Reach shall be entitled to claim liquidated damages of INR 500,000 (Indian Rupees Five Lakhs) per breach or actual damages suffered, whichever is higher.

17. TERM AND SURVIVAL

This Agreement shall become effective immediately upon acceptance and shall remain in force indefinitely.

The provisions relating to confidentiality, intellectual property, non-solicitation, non-circumvention, client protection, data protection, and remedies shall survive termination and remain enforceable to the maximum extent permitted by law.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India.

Any dispute arising under this Agreement shall first be resolved through good-faith negotiations.

Failing resolution, the dispute shall be referred to arbitration in Pune, Maharashtra, in accordance with the Arbitration and Conciliation Act, 1996.

The courts located in Pune, Maharashtra shall have exclusive jurisdiction.

19. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between SI Reach and the Consultant and supersedes all prior discussions, communications, or agreements relating to the subject matter herein.

Any amendment must be approved in writing by SI Reach.

20. ELECTRONIC ACCEPTANCE

The Consultant expressly agrees that acceptance of this Agreement may be evidenced by:

- Registration with SI Reach;
- Acceptance of a project invitation;
- Email, WhatsApp, SMS, or other electronic confirmation;
- Participation in interviews or consulting activities;
- Submission of deliverables;
- Accessing project materials or confidential information;
- Receipt of compensation.

Such actions shall constitute valid, binding, and legally enforceable acceptance of this Agreement and shall have the same legal effect as a handwritten signature.

CONSULTANT ACKNOWLEDGEMENT

BY REGISTERING WITH SI REACH, ACCEPTING AN ASSIGNMENT, PARTICIPATING IN A PROJECT, RECEIVING PAYMENT, RECEIVING PROJECT MATERIALS, ACCESSING CONFIDENTIAL INFORMATION, OR PROVIDING SERVICES THROUGH SI REACH, THE CONSULTANT CONFIRMS THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

NO SEPARATE SIGNATURE SHALL BE REQUIRED FOR THIS AGREEMENT TO BE VALID, BINDING, AND ENFORCEABLE.