
UNILATERAL CONFIDENTIALITY AGREEMENT

made as of [redacted] (“Effective Date”)

by and among

Name
Address
 (“SPONSOR”)

and

[redacted]
[redacted]
 (the “Receiving Party”)

SPONSOR and the Receiving Party are together referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS the Receiving Party is interested in receiving Confidential Information (as defined below) from SPONSOR with a view to entering into a future business relationship with each other and/or their affiliates. The Receiving Party has agreed to comply with this Agreement in connection with the use and disclosure of such Confidential Information.

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- 1.1. “**Affiliate**” means any corporation or business entity, which directly or indirectly (i) Controls a Party, (ii) is Controlled by a Party or (iii) is under common Control with a Party. The terms “**Controls**” and “**Controlled**” shall mean (i) ownership of more than fifty percent (50%) of the voting rights and equity of such corporation or business entity and/or (ii) the power to direct the management of such corporation or business entity.
- 1.2. “**Agreement**” means this confidentiality agreement.
- 1.3. “**Confidential Information**” means all information and know-how that is disclosed by or on behalf of SPONSOR and/or its Affiliates before, on or after the Effective Date of this Agreement relating to:
 - 1.3.1. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
 - 1.3.2. the existence and terms of this Agreement;
 - 1.3.3. all business, technical, scientific, organizational, financial, operational or regulatory affairs of SPONSOR and its Affiliates, including but not limited to research and/or development issues, clinical data, information and know-how in relation to intellectual property, services, processes, customers, suppliers, strategies, technologies, designs, specifications, trade secrets or other information and know-how relating to the business activities of SPONSOR and its Affiliates, regardless of the manner in which it is provided (in particular whether in writing or orally and whether marked confidential or not), together with all analyses, compilations, studies or other documents and records prepared by the Receiving Party to the extent such analyses, compilations, studies, documents or records

contain, otherwise reflect, or are generated from such information and know-how,

but excludes any information referred to in Section 4.

- 1.4. **“Dispute”** means any dispute arising out of, relating to or in connection with, this Agreement, including any question relating to the existence, validity, interpretation or termination of this Agreement or to any contractual or non-contractual obligation related to the Agreement and any dispute relating to the enforcement of the Agreement.
- 1.5. **“Purpose”** means considering, evaluating and negotiating To support a meeting to discuss potential collaboration opportunities..
- 1.6. **“Representatives”** means, in relation to the Receiving Party, its or its Affiliates’ officers, employees, agents, consultants, advisors and/or financial investors.

2. CONFIDENTIALITY OBLIGATION

- 2.1. In connection with considering and evaluating each Party’s interest in the Purpose, the Receiving Party shall have access to Confidential Information.
- 2.2. The Receiving Party shall hold in confidence and shall use the Confidential Information only for the Purpose and shall not use or exploit such Confidential Information for its own benefit or the benefit of a third party beyond the Purpose. In particular, the Receiving Party shall not use the Confidential Information for the purpose of filing of applications for any intellectual property rights, such as (without limitation) patents rights.
- 2.3. The Receiving Party shall implement all appropriate safeguards to prevent the unauthorized use or disclosure of any Confidential Information. The Receiving Party shall keep all documents and materials, which contain Confidential Information, in a safe place in order to protect them from theft or unauthorized access and shall follow any instructions from SPONSOR in this regard.
- 2.4. The Receiving Party shall inform SPONSOR in writing immediately if the Receiving Party becomes aware that Confidential Information has been disclosed to any unauthorized third party or accessed by any unauthorized third party.
- 2.5. The Receiving Party acknowledges and understands that: (a) Confidential Information provided by or on behalf of SPONSOR may contain or constitute material, non-public information concerning SPONSOR and its Affiliates; and (b)

trading in the securities of SPONSOR while in possession of such material, non-public information or communicating that information to any other person who trades in such securities could subject the Receiving Party to liability under the U.S. federal and state securities laws and the rules and regulations promulgated under them, including Section 10(b) of the Securities Exchange Act of 1934 (as amended) and Rule 10b-5 promulgated under it. The Receiving Party shall take such steps as may be required to ensure that it and its Representatives comply with their respective obligations under U.S. securities laws while in possession of any such material, non-public information.

3. PERMITTED DISCLOSURE

- 3.1. The Receiving Party may disclose Confidential Information to its Representatives that need to know the Confidential Information for the Purpose on the basis that it:
 - 3.1.1. informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - 3.1.2. procures that those Representatives comply with the confidentiality obligations in this Agreement as if they were the Receiving Party.
- 3.2. The Receiving Party shall be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 3.3. Save as permitted under Section 3.1, the Receiving Party shall not disclose any Confidential Information to third parties without the prior written consent of SPONSOR.

4. EXCEPTIONS

- 4.1. The obligations of the Receiving Party set out in Sections 2 and 3 shall not apply to Confidential Information which the Receiving Party can demonstrate by written evidence that:
 - 4.1.1. was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;

- 4.1.2. was in possession of the Receiving Party at the time of disclosure other than as a result of prior disclosure by SPONSOR or a breach of any legal obligation by the Receiving Party or third party; and in such case, the Receiving Party shall inform SPONSOR without delay and in writing, stating its sources, that the Confidential Information was already in its possession;
 - 4.1.3. became known to the Receiving Party through disclosure by sources other than SPONSOR having no duty of confidentiality to SPONSOR, whether direct or indirect, with respect to such Confidential Information and having the legal right to disclose such Confidential Information;
 - 4.1.4. was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information, provided that no Confidential Information is referenced, accessed or used and the Receiving Party does not breach its obligations under this Agreement; or
 - 4.1.5. is required to be disclosed by the Receiving Party (i) to any court of competent jurisdiction or governmental or regulatory authority; (ii) under the rules of any listing authority or stock exchange on which the securities of the Receiving Party or its Affiliates are listed or traded; or (iii) to comply with applicable laws or regulations of any country to which its affairs or those of its Affiliates are subject, provided that before the Receiving Party discloses any Confidential Information pursuant to this Section 4.1.5, it shall (to the extent permitted by law) promptly inform SPONSOR of such disclosure, take into account SPONSOR's reasonable requests and use its best efforts to limit the disclosure to the minimum necessary. If the Receiving Party is unable to inform SPONSOR before Confidential Information is disclosed pursuant to this Section 4.1.5, it shall, to the extent permitted by law, inform SPONSOR of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
- 4.2. If the Receiving Party receives a request under any applicable freedom of information laws to disclose any information that, under this Agreement, is Confidential Information, it shall notify SPONSOR and shall consult with SPONSOR promptly before making any disclosure. SPONSOR shall respond to the Receiving Party within ten (10) business days after receiving such notice if SPONSOR is requested to provide information to assist in determining whether or not any exemption applies to the information requested.

5. PROTECTIVE ORDER

In the event that the Receiving Party or its Representatives become legally required to disclose any Confidential Information, the Receiving Party shall provide SPONSOR with prompt notice so that SPONSOR may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or SPONSOR waives compliance with the provisions of this Agreement, the Receiving Party or its Representatives shall disclose only that part of the Confidential Information, which is legally required according to legal counsel to comply with applicable law. The Receiving Party shall exercise its reasonable best efforts to attempt to obtain, at the expense of SPONSOR, a protective order or other reliable assurance that the Confidential Information shall be treated confidentially.

6. NO REPRESENTATIONS OR WARRANTIES

SPONSOR makes no representation, warranty or condition (whether express or implied) and accepts no liability in respect of the accuracy or completeness of any Confidential Information. SPONSOR shall have no liability for use of the Confidential Information by the Receiving Party nor for any claims of third parties howsoever arising from the use or possession of any Confidential Information by the Receiving Party or as a result of the Receiving Party's reliance on the accuracy and completeness of the Confidential Information.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 7.1. At the written request of SPONSOR at any time or on termination or expiry of this Agreement, the Receiving Party shall:
 - 7.1.1. return to SPONSOR or destroy all Confidential Information including all documents and materials (and any copies) containing, reflecting, incorporating or based on Confidential Information, which are in possession of the Receiving Party, except that the Receiving Party may retain one copy of each such document or other media for archiving purposes (such copy to be subject to protection and non-disclosure in accordance with the terms of this Agreement);
 - 7.1.2. erase all Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - 7.1.3. to the extent technically and legally practicable, erase all Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

7.1.4. confirm in writing that it has complied with the requirements of this Section 7.

7.2. Nothing in Section 7.1 shall require the Receiving Party to return or destroy any documents and materials containing or based on Confidential Information that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of a governmental or regulatory authority or court of competent jurisdiction or the rules of any listing authority or stock exchange to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Receiving Party pursuant to this Section 7.2.

8. NO LICENSE, OFFER OR OBLIGATION TO ENTER INTO AN AGREEMENT

8.1. This Agreement shall not establish any obligation of SPONSOR to disclose any Confidential Information to the Receiving Party.

8.2. This Agreement and the disclosure of Confidential Information does not impose any obligation on either Party to continue discussions or negotiations in connection with the Purpose, nor require the Parties to enter into any further business relationship or agreement, whether in relation to the Purpose or otherwise.

8.3. Disclosure of Confidential Information under this Agreement shall not create any license, right, interest and/or ownership in any such Confidential Information in favor of the Receiving Party, beyond the rights expressly set out in this Agreement.

9. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that SPONSOR may have, the Receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Receiving Party. Accordingly, SPONSOR shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

10. TERM

This Agreement shall remain in effect for a term of 2 years after the Effective Date, except that the obligations of the Receiving Party to destroy or return Confidential Information to SPONSOR shall survive until fulfilled. All confidentiality obligations under this

Agreement shall remain binding on both Parties for a period of 10 years after the expiration or termination of this Agreement.

11. MISCELLANEOUS

- 11.1. Nothing in this Agreement is intended, or shall be deemed, to establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party.
- 11.2. Neither Party shall make nor permit any person to make any public announcement (oral or written) concerning this Agreement or its respective interests in the Purpose without the other Party's prior written consent. Neither Party may use the other Party's or its Affiliates' name(s) or trademarks or in any other way identify the other Party or its Affiliates without the other Party's prior written consent.
- 11.3. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.4. This Agreement, any amendment to it and all other documents related to it, including legal notices and all legal proceedings relating to this Agreement shall be in the English language only. Where appropriate the Parties may mutually agree to choose a different language in writing.
- 11.5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Each Party acknowledges that an original signature or a copy of it transmitted by facsimile or electronic mail (including pdf) or any electronic signature platform shall constitute an original signature for purposes of this Agreement.
- 11.6. Should any provision of this Agreement be invalid, illegal or unenforceable or should this Agreement contain an omission, the remaining provisions shall be valid. The Parties undertake to replace an invalid or unenforceable provision (or part of it) by a valid and enforceable provision, which is economically closest to the one actually agreed. If such replacement is not possible, the relevant provision (or part of it) shall be deleted. The same shall apply in the case of an omission. Any replacement or deletion of a provision (or part of it) under this Section 11.6 shall not affect the validity and enforceability of the rest of this Agreement.
- 11.7. This Agreement and the obligations under it shall be binding upon each Party, its successors and assigns. Neither Party shall be entitled to assign, transfer or deal

in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party; provided that any Party may assign this Agreement to an Affiliate and the non-assigning Party hereby consents irrevocably to such assignment. An assignment of this Agreement to an Affiliate under this Section 11.7 shall not relieve the assigning Party of any liability for its obligations under this Agreement.

- 11.8. This Agreement contains the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them relating to its subject matter. There are no oral side agreements.
- 11.9. No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party. This also applies to a waiver of the written form requirement. Section 11.5 shall apply in relation to the execution of any amendment or variation of this Agreement.
- 11.10. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. GOVERNING LAW AND JURISDICTION

This Agreement and all matters relating to or in connection with it (including any Dispute) is governed by, and construed in accordance with, the laws of XXXXX, without reference to conflicts of laws principles. The Parties submit to the exclusive jurisdiction of the XXXXX courts. At SPONSOR's request, the Parties shall request the court to treat the Confidential Information as trade secrets within the meaning of XXXXXXXX and to take adequate protection measures.

[SIGNATURE PAGE TO FOLLOW]

SPONSOR SE

By :
Name:
Title:
Date:

NAME

By :
Name:
Title:
Date:

SPONSOR SE

By :
Name:
Title:
Date:

DRAFT