

**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS MUTUAL NON-DISCLOSURE AGREEMENT made and entered into this.....(" Date"), by and between .....("Name") with its principal office at.....("Address") and Medical Scientia Innovation Research S.L: ("MedSIR"), having its principal place of business at Rambla Catalunya 2, 08007 Barcelona, Spain.

Hereinafter also referred to as "**Parties**" collectively.

The object of this Agreement is to regulate the confidentiality terms applicable to the Confidential Information to be disclosed by the Parties.

Hereinafter referred a) and b) as "**Confidential Information**".

That such Confidential Information includes, but is not limited to, all information supplied by Referred Company. and MedSIR whether directly or indirectly, in writing, electronically or orally, software or may be gained by visiting plants/laboratories of the Disclosing Party.

Parties undertake not to use the Confidential Information for any other purpose than the one set forth in this Agreement.

The Recipient of Confidential Information agrees:

- To receive and hold the Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of the Confidential Information and in preventing its unauthorised disclosure to third parties, applying no lesser security measures to it than to its own Confidential Information;
- Not to disclose the Confidential Information to any third party without the Discloser's prior written consent;
- To use the Confidential Information solely for the future business relationship between both parties;
- To make copies of the Confidential Information only as strictly necessary for future business relationship between both parties and not to transmit the Confidential Information electronically or otherwise outside its usual place of business except as strictly necessary for the future business relationship between both parties; and
- To ensure that its employees are given access to the Confidential Information only on a "need to know" basis for the purpose of dealing with the other Party and that these employees are informed of the confidential nature of the Confidential Information on terms the same to those of this Agreement.

The forgoing obligation of non-disclosure shall not apply to any portion of Confidential Information which:

- was in the possession of the Recipient before receipt from Discloser; or
- is or becomes a matter of public knowledge through no fault for Recipient; or
- is rightfully received by Recipient from a third party without a duty of confidentiality; or
- is disclosed by Discloser to a third party without a duty of confidentiality; or
- is independently developed by Recipient and shown by documentation; or
- is used or disclosed with the prior written authorisation of Discloser; or
- is disclosed to the extent required by Law or Court order. In this event, Recipient (i) shall notify Discloser the circumstances and the extent to which disclosure is required; (ii) use all reasonable endeavours to minimise any disclosure made pursuant to such requirement; (iv) keep Discloser informed of the extent and nature of the disclosure and (v) ensure that any party to whom such disclosure is made is fully aware of the confidentiality obligations regarding the Confidential Information.

Without prejudice to the generality of this Clause, information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.

The confidentiality obligations under this Agreement shall enter into full force and effect from the Effective Date and shall continue in force regardless of the termination of the present Agreement.

This Agreement may be terminated at any time by written notice of termination served by either Party on the other. Upon request, and in any event upon termination for whatever reason, or in the event of any breach of these terms by either Party, Parties will immediately return all tangible materials in their possession relating to the Confidential Information, destroying or erasing any

copies, notes or extracts so that no Confidential Information is retained by the other Party.

Each Party warrants to the other that it is the lawful and beneficial owner, free of all liens, charges and encumbrances on all the Confidential Information which it discloses to that other pursuant to this Agreement.

All Confidential Information, without limitation, shall remain the personal and proprietary property of the Disclosing Party. By means of this Agreement, the Receiving Party is not acquiring any licence or other intellectual property interest with the Confidential Information. Furthermore, any disclosure under this Agreement shall not result in any obligation to grant the Receiving Party any right to the Confidential Information.

This Agreement, and all of the rights under it, is personal between the undersigning Parties, and shall not be assigned or transferred in whole or in part, nor subcontract any of its obligations without the prior written consent of both Parties.

If any provision of this Agreement shall be prohibited by Law or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of the validity or enforcement of this Agreement.

Neither Party shall disclose the existence of this Agreement, the subject matter hereof, or the fact that discussions are taking place, nor originate any publicity, news release or other public announcement, written or oral, in relation hereto without the prior written consent of the other Party.

This Agreement shall not be interpreted as an obligation to enter into further agreements and shall not constitute or imply any further relationship between the Parties.

The validity, construction and performance of this Agreement shall be governed by Spanish Law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Barcelona, Spain, to which the Parties to this Agreement hereby submit.

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer of representative of each of the Parties hereto.

No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

As witness the signatures of the undersigned on behalf of the Parties hereto the day and year first above written.

**Medica Scientia Innovation Research S.L.**

Signed:   
Name: Anna Gibernat  
Title: Executive Director  
Place, Date: Barcelona, 26<sup>th</sup> April 2017

..... ("**Investigator name** ")

Signed:.....  
Name:.....  
Title:.....  
Place, Date:.....