**CONFIDENTIALITY AGREEMENT**

**XXXX**

And

# IPG Pharma Ltd

**XXXX** company organized and existing under the laws of xxxxx, whose registered office, xxxx (hereinafter "xxxxxx”)

# And

# IPG Pharma Ltd with the operating address for all correspondence at Venture House, Arlington Square, Bracknell, Berkshire, RG12 1WA, UK registered at: Old Police Station, Church Street, Swadlincote, DE11 8LN, UK, company number 6454550 (hereinafter referred to as “IPG”).

# Wish to disclose and receive from each other certain Information for the purpose of investigating business opportunities.

# xxxxx & IPG (collectively “the Parties”) consider the Information to be their proprietary and confidential property or to be Information which they are otherwise lawfully authorised to disclose under conditions of strict confidentiality.

The Purpose shall mean the assessment of all and any projects of whatever nature contemplated or explored at any time during the duration of this Agreement for potential application wheresoever in the world.

**A Confidential Information.**

a) “Confidential Information”, as used in this Agreement includes but is not limited to all confidential information and the work papers, concepts, formulas, techniques, strategies, components, programs, reports, studies, memoranda, correspondence, trademarks, brand details and materials, all products, launch plans, manuals, records, data, technology, financial information, products, plans, research, service, design information, procedures, methods, documentation, policies, pricing, billing, business partner details, lists and leads, and any other technical data, information and know-how which relates to products or Partners or potential Partners or suppliers or potential suppliers or are otherwise useful in the Parties' businesses, and which one of the Parties considers proprietary and desires to maintain confidential. Confidential Information includes information disclosed by a party or by any individual, firm or corporation controlled by, controlling or under common control with a party. Confidential Information is entitled to protection hereunder whether or not such information is oral or written, whether or not such information is identified as such by an appropriate stamp or marking on each document provided or, if orally first provided, identified at that time as proprietary or confidential. In addition, Confidential Information shall include information developed by the Parties during their business relationship. The Parties hereto acknowledge that the Parties consider the Confidential Information to be proprietary, confidential and valuable, and the Confidential Information consists of trade secrets entitled to the fullest protection available by law, and that the Confidential Information has taken the Parties and the Parties' directors, officers, employees, agents, counsels and affiliates a substantial amount of time to research, assemble and formulate.

b) Confidential Information shall not include: (i) information obtained from third Parties not under a duty to keep such information confidential; (ii) information deemed part of the “public domain”; (iii) information which was at the time of disclosure to a party in the “public domain” or already in the possession of such party and that which might readily be derived from such information by such party; and (iv) is independently developed by Receiving Party as substantiated by record, documentation or other evidence to be provided to the Disclosing Party upon its request. Information shall not be deemed to be part of the “public domain” by reason solely that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two (2) or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason solely of each separate portion being so available.

**B Non-Disclosure of Confidential Information.**

(a) Each recipient of Confidential Information (the “Recipient”) shall not in any manner, either directly or indirectly, use for such Recipient’s own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise (“Business Enterprise”), or disclose, except as directed by the disclosing party (the “Discloser”), in any manner, to any Business Enterprise, any of the Confidential Information which such Recipient may acquire in the course of or as an incident to its business relationship with the other Parties hereto.

(b) Each Recipient acknowledges that all Confidential Information disclosed by the Discloser shall be and remain the property of the Discloser alone. Accordingly, upon the request of the Discloser, all copies of the Confidential Information in any form whatsoever disclosed by the Discloser shall promptly be delivered to the Discloser. Any reports, notes, memoranda, analyses, compilations, studies or other documents prepared by Recipient or at Recipient’s direction containing or reflecting any information contained in the Confidential Information shall be delivered to the Discloser upon request. Notwithstanding the foregoing, one archival copy may be maintained by the Recipient and kept confidential and segregated from the Recipient's regular files.

(c) In the event that Recipient is required (by judicial or administrative oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Recipient shall give the Discloser prompt notice thereof so that the Discloser may seek an appropriate protective order.

(d) No Recipient shall disclose the Confidential Information to any of such Recipient’s employees other than those who need to know the Confidential Information for purposes of carrying out the business relationship between the Parties. Each such person to whom Confidential Information is to be disclosed shall have previously been informed of the confidential nature of such information and shall have agreed to be bound by terms and conditions substantially equivalent to those contained herein.

The Parties are willing to receive and disclose Information subject to the following terms and conditions:

1. The Parties shall hold the Information disclosed under this Agreement in strict confidence and shall use the same level of care to prevent any unauthorised use or disclosure of the Information disclosed hereunder as exercised in protecting their own information of a confidential nature. The Information shall at all times remain the property of the providing party.
2. The receiver binds itself not to apply for any industrial or intellectual right on the Information and on any knowledge or other application whatsoever derived from the Information.

3. None of the Parties shall, without the prior written consent of the disclosing party, make use of the Information disclosed to it or them other than for the purpose of this Agreement, nor disclose such Information to any third party excluding its affiliates where to such of its officers and employees, business advisors or consultants’ with whom exists in place essentially the same Agreement, have been made aware that such Information is confidential and who are bound to treat it as such and to whom disclosure is necessary for such purpose.

4. All Information which has been or is to be supplied in written or other tangible form hereunder shall be marked as being confidential. All Information which is disclosed verbally by the Parties which the Parties wish to be the subject of this Agreement shall be put in writing and marked confidential and sent to the other Parties as soon as reasonably possible after such disclosure.

1. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation upon the Parties to enter into any further Agreement relating to any of the Information or as the grant of a licence by the Parties to each other to use the Information disclosed to it or them hereunder other than for the purpose of this Agreement and no warranties implied or otherwise are given by the disclosing party for any of the Information provided under this Agreement.

6.    The Parties acknowledge and agree that this Agreement is reasonable and necessary to protect the business, interests and properties of the Parties, and that any breach or threatened breach of Section B of this Agreement by any Recipient is to be deemed a material breach which could cause irreparable injury to the Discloser and that the Discloser's remedy at law for any such breach would be inadequate.  Accordingly, each Recipient agrees that the Discloser may seek temporary and permanent injunctive relief in any proceeding which Discloser may bring to enforce any provision of Section B; provided, however that nothing contained herein shall be deemed to preclude the Discloser from seeking damages or any other remedy at law, including compensatory and punitive damages, as may be appropriate.  In addition to the foregoing, any breach or threatened breach of Section B of this Agreement by any Recipient shall be cause for the Discloser to terminate its relationship with such Recipient.

7. This Agreement may not be deemed as giving the receiver any rights to use the Information for commercial or any other exploitation whatsoever.

1. Upon completion of the Purpose of this Agreement, or upon the earlier request of one of the Parties, and in the absence of any further Agreement between the Parties, the Parties shall cease all use and make no further use of the Information disclosed to it or them hereunder and shall promptly return to the providing party all such Information which is in tangible form except that the Parties shall be permitted to retain one copy of the Information disclosed to it or them in its or their Legal Departments so that any continuing obligations may be determined.
2. The term of this Agreement shall be ten (10) years from the date hereof.
3. This Agreement shall be governed and construed in all respects by the laws of England and any controversy or claim not resolved in good faith negotiations in 2 months shall be submitted to the arbitration committee of International Chamber of Commerce in London England.
4. Neither party may assign any of its rights and duties under this Agreement other than to any of its affiliate companies having the same ownership unless the other Party has given specific written approval thereto. Parent companies, investment entities and all advisors or non-executives shall be bound by virtue of the signature of execution of this Agreement.
5. The parties warrant that they sign this Agreement for and on behalf of any parent company and any and all affiliates or other companies with common ownership or legal entity groups or holding companies where any shareholding or groups of shareholdings is deemed significant amalgamating to twenty five percent or greater and any breach by such shall be considered a breach by either party. (for the avoidance of doubt the interpretation here is any jurisdiction in the world)
6. This Agreement will remain in force following any successors through take over, sale or merger.
7. Should any clause of this Agreement be or become legally ineffective, the validity of this Agreement as a whole shall not be affected. The Parties shall make reasonable endeavours to replace ineffective clauses with legally effective ones that are as close as possible to the intent of the ineffective clauses and the purpose of this Agreement. The Parties shall in the first instance try to come to an amicable settlement in the event of any controversies or disputes arising out of this Agreement or its validity.

15. During the execution of this Agreement the Parties may declare certain necessary business connections and customers and suppliers of products and services (“Contacts”). The Parties hereby agree that during the term of this Agreement neither Party shall make any contact whatsoever or via any other channels with such Contacts, unless the Parties execute a further agreement laying out the terms of such contact pursuant to enabling the Purpose of this Agreement. Furthermore, the Parties warrant that they will not seek to solicit such Contacts during the term herein or in the event that this Agreement terminates for a period of twelve (12) months thereafter. It is recognized that irreparable harm to a Party could result from a breach of this clause and would lead to reparation via the courts.

1. This Agreement covers the entire understanding and Agreement among the Parties with respect to the Subject Matter and any amendments to this Agreement will only be effective when made in writing and signed by both Parties.
2. By virtue of this Agreement the Parties acknowledge that each will have to interface and have access to certain staff members or advisors or specialised concerns or customers or suppliers of IPG pursuant to the purpose and warrant that they will not seek to solicit directly or via third parties any staff members of the other party for the duration of this Agreement or two years (2 years) after termination. Should it be established that this clause has been breached then reparation shall be set at two years (2 years) gross salary plus employment agency search fees.

The Parties accept and agree to the terms and conditions hereof having copies of this Agreement countersigned, company sealed and dated by an authorised signatory or signatories where the last signed date shall be the effective date.

Agreed and accepted for and on behalf of

|  |  |
| --- | --- |
| **XXXX**  Signature: ...................................  Printed Name: ............................  Position …………………………………….  Date: ………………………………............. | IPG Pharma Ltd Signature: ......................................  Printed Name: ……………………….  Position: …………………………….  Date………………………………. |