**CONFIDENTIALITY AGREEMENT**

hereinafter referred to as the **Agreement**

concluded on \_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between:

**Adamed Pharma S.A.** a joint stock company organized under the laws of Poland with its registered office in Pieńków, Mariana Adamkiewicza 6A Street, 05-152 Czosnów, Poland, registered in the Regional Court for the capital city of Warsaw, XIV Commercial Department of the National Court Register, under KRS No.: 0000116926, Tax No.: 7311751025, share capital of: 718 430 000,00 PLN, represented by:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter referred to as “**Adamed”**

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** organized under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,\_ address of the main place of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax No.:\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

hereinafter collectively referred to as **the Parties** or individually as a **Party**

Each Party is hereinafter referred to as  **the Disclosing Party** or **the Receiving Party** depending on whether it discloses its information to the other Party or receives its information from the other Party.

1. **GENERAL**
2. The Parties intend to discuss the possibility of cooperation in the scope of \_production of the biological Active Substance and Drug Product in cGMP standard and the performance of all necessary stability tests in accordance with the stability testing plan and the requirements for the release of the Active Substance and Drug Product, as well as the optimization of the production and purification of the Active Substance.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **the Transaction**.
3. In order to discuss the possibility of entering into a Transaction, the Disclosing Party may disclose to the Receiving Party various information, data or materials related to the Transaction, including: scientific, research, technological, marketing, commercial, technical, business, financial, organizational, and other information, concerning the activities of the Disclosing Party and its Affiliate’s, ongoing projects or research, results of research, experiments or tests, methods, composition, formulations, recipes, molecules, structure, processes, experiments, experiments, discoveries, know-how, inventions, intellectual property rights, patent applications, ideas, plans, designs, algorithms, products and planned products, product applications, planned processes, production technologies, information concerning contracts, customers, suppliers and other business partners, distribution, financial data, marketing or sales strategies, development strategies, employment data, and other, all of which the Disclosing Party considers confidential, regardless of the manner and form of their disclosure to the Receiving Party or the medium used and regardless of whether they are marked as confidential. All such information, data and materials disclosed in connection with the Transaction to the Receiving Party by the Disclosing Party are hereinafter collectively referred to as "**Confidential Information".**
4. The term "Confidential Information" also includes the fact that discussions regarding the Transaction were conducted, the content, course and results, and any proposals or arrangements of the Parties regarding the Transaction, as well as the content and terms of this Agreement.
5. The Confidential Information shall be treated as a trade secret of the Disclosing Party and its Affiliates, within the meaning of the unfair competition Act dated 16th April 1993.

**§ 2. AFFILIATES**

1. For the purposes of the Agreement, the term "Affiliate" means a person, legal or natural, Polish or foreign, directly or indirectly controlling a Party or controlled by a Party or under common control with respect to a Party, whereas for the purposes of this definition, "control" (including the related meanings of "being controlled" and "being effectively controlled"), in respect of each Party, shall mean (a) the possession, directly or indirectly, of the power to manage, whether through ownership of shares or voting rights or by contract or otherwise, or (b) ownership, directly or indirectly more than 25% (twenty-five percent) of all shares.
2. References in this Agreement to "Representatives" of a Party means any officers, directors, employees, associates, attorneys, and financial and financial advisors of such Party and/or its Affiliates.

**§ 3. OBLIGATIONS OF THE RECEIVING PARTY**

1. The Receiving Party is entitled to use the Confidential Information only for the purpose of discussing with the Disclosing Party a Transaction. In particular, the Receiving Party shall not be entitled to use the Confidential Information to conduct research or experiments on its own or at the request of any entity other than the Disclosing Party, or to develop, manufacture, promote, license or sell any products, services or processes, unless otherwise agreed by the Parties, in writing.

2. The Receiving Party shall protect the Confidential Information and keep it strictly confidential using reasonable care and appropriate measures, in each case no worse than the care and measures used to protect its own Confidential Information.

3. The Receiving Party shall not disclose the Confidential Information to any third party (in whole or in part) without the prior written consent of the Disclosing Party. The Receiving Party shall limit the disclosure of the Confidential Information to only those Representatives of the Receiving Party or its Affiliates who are required to use such Confidential Information in connection with their involvement in discussing a Transaction, always provided that such Representatives are informed by the Receiving Party of their obligations under the Agreement and are required to comply with all provisions of the Agreement, in particular to keep the Confidential Information strictly confidential and not to use or disclose the Confidential Information in any manner other than permitted by the Agreement. Any breach by the Representative of the Receiving Party of a duty of confidentiality or prohibition on using the Confidential Information for any purpose other than as permitted by the Agreement, shall be considered a breach of the Agreement by the Receiving Party. The Receiving Party shall be liable for the acts or omissions of its Representatives as for its own acts or omissions.

4. Any duplication of Confidential Information will be limited only to the extent necessary for its legitimate use.

5. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information.

6. Notwithstanding the provisions of the above paragraphs, the Receiving Party may disclose Confidential Information only:

* 1. if it is required to be disclosed by the binding request, order or ruling of an authorized court or public authority.
	2. in other cases, when it is required by mandatory provisions of law, provided that the Receiving Party:
		1. shall promptly notify the Disclosing Party in writing of its obligation to disclose (where permitted by law);
		2. will take into account any reasonable comments of the Disclosing Party it may have in relation to the content, timing and manner of dispatch of the disclosure and take such steps which are reasonably required to enable Disclosing Party to mitigate the extent of or avoid the requirement of any such disclosure;
		3. will use reasonable efforts to protect the Confidential Information in connection with such disclosure;
		4. disclose Confidential Information only to the minimum extent necessary.

**§ 4. EXCLUDED INFORMATION**

1. The obligation to maintain the confidentiality of Confidential Information does not apply to the following information:

1.1. which was already in the public domain prior to its disclosure by the Disclosing Party hereunder;

1.2. which came into the public domain through no fault of the Receiving Party, in particular through no breach of this Agreement by the Receiving Party;

1.3. which was lawfully in the possession of the Receiving Party prior to the conclusion of this Agreement or its disclosure to the Disclosing Party (what can be proved by Receiving Party) and was not obtained, directly or indirectly, from the Disclosing Party on or after the date of the Agreement;

1.4. which has been obtained by the Receiving Party from a third party, entitled to possess and disclose it, without breach of any contractual or legal obligation to the Disclosing Party, to the best of the Receiving Party’s knowledge (what can be proved by Receiving Party);

1.5. which is fully independently generated by the Receiving Party or its Affiliate or its or its Affiliate’s employees with no direct or indirect access to or knowledge of the Confidential Information and without any recourse or reference to the Confidential Information (what can be substantiated by the reasonable evidence created at the time of generation of such independent information);

**§ 5. NO GRANT OF RIGHTS**

* + - 1. No license or warranty is granted, conveyed or implied with respect to the Confidential Information. Disclosing Party, its Affiliates, and their Representatives shall have no liability to the Receiving Party for their use of Confidential Information.
			2. All rights, including but not limited to proprietary rights and intellectual property rights, in and to any Confidential Information or any information, data, results, inventions, solutions, products, know-how, technology, processes based on or using Confidential Information, are and will remain the property of the Disclosing Party or its Affiliates only. The Receiving Party is not entitled to claim recognition of patent, copyright or other rights in the Confidential Information, or information, data, results, products, inventions, solutions, know-how, technologies, processes, etc. based on or with the use of Confidential Information. Nothing in the Agreement shall be deemed to create or imply grant to the Receiving Party any license or intellectual property right to the Confidential Information, or any information, data, results, inventions, solutions, products, know-how, technology, processes, or the like, arising out of or in reliance on the Confidential Information.
			3. The conclusion of the Agreement does not create any obligation to conclude the Transaction or to disclose any Confidential Information to the other Party.

**§ 6. LIABILITY**

1. The Receiving Party shall be fully liable to Disclosing Party and its Affiliates for any damages resulting by breaching any provision of this Agreement.
2. When the Disclosing Party may not be adequately compensated by money damages in the event of the breach of any of the provisions of this Agreement, Disclosing Party or its Affiliates shall be entitled, in addition to any other right or available remedy, to an injunction restraining such breach or any threatened breach and to specific performance of any provision hereof and, in either case, no bond or other security shall be required in connection with such injunction.
3. In the event of unauthorized disclosure, use or acquisition of Confidential Information in breach of this Agreement, the Receiving Party shall pay the Disclosing Party, at its first request, stating the circumstances of the breach, a contractual penalty for each such breach in the amount of 200 000 EUR (in words: two hundred thousand EUR). If the damage exceeds the amount of the stipulated contractual penalty, the Receiving Party is entitled to claim compensation up to the amount of the damage suffered, including lost profits.

**§ 7. DURATION**

The Agreement is concluded for a period of 10 (ten) years. Notwithstanding the foregoing, the Receiving Party’s obligations set herein concerning Confidential Information constituting a trade secret of the Disclosing Party, shall remain in effect for so long as trade secret protection applies. The provisions of this paragraph shall survive expiration or termination of any agreement between the Parties

**§ 8. RETURN OF CONFIDENTIAL INFORMATION**

1. At any time, upon written request by the Disclosing Party and in its sole discretion, the Receiving Party shall immediately (a) return to the Disclosing Party any Confidential Information or (b) destroy or permanently delete any Confidential Information.
2. The Receiving Party shall destroy any other documents, memoranda, memos and other materials in any form whatsoever drawn up by the Receiving Party or its Representative on or in connection with the Confidential Information.
3. The Receiving Party shall be required to confirm in writing that the destruction or deletion of the Confidential Information has been carried out, subject to Sections 4 and 5 below.
4. The Receiving Party shall have the right to retain one copy of the Confidential Information if required to do so by law or to protect the Receiving Party, provided that such Confidential Information shall not be used for any other purpose and shall at all times be subject to the restrictions set forth in this Agreement.
5. The Receiving Party is also obliged to permanently delete all Confidential Information from all data carriers of the Receiving Party and its Representatives, in particular from electronic data carriers, except for copies made for electronic backups.
6. Notwithstanding the return, destruction or deletion of Confidential Information, the Receiving Party will continue to be bound by confidentiality and other obligations under the Agreement.

**§ 9. NON-SOLICITATION**

1. For a period of twenty-four (24) months from the date of this agreement, neither Party, without the prior written consent of the other Party, (a) shall directly or indirectly address any person who, at the time of discussions relating to the Transaction, were directors, employees or regular associates of that Party or its Affiliate with whom such Party had contact or who became known to it in connection with the Transaction, to solicit their employment, or (b) otherwise not intentionally encourage such individuals to terminate or otherwise adversely and materially alter the nature of their relationship with the other Party or its Affiliate, whether or not such termination or change would constitute a breach of contract.
2. Either Party may hire an individual who (a) has contacted the Party or its Affiliate on its own initiative (without any direct or indirect initiative of the Party or its Affiliate), or (b) approached the Party or its Affiliate on its own initiative, in response to a public job posting placed in good faith by the Party or its Affiliate, or (c) as a result of untargeted searches carried out on behalf of or on behalf of the Website. The above restrictions do not apply to agents, consultants, professional advisors, financial advisors, or prospective financial service providers.

**§ 10. PERSONAL DATA PROTECTION**

1. By concluding this Agreement, the Parties become mutual data controllers of the data of their Representatives.
2. The Parties undertake to comply with the provisions of the General Data Protection Regulation of 27 April 2016 (“GDPR”).
3. Adamed informs that the controller of the personal data of \_\_\_\_\_\_\_\_\_\_\_\_ representatives is Adamed Pharma S.A. with its registered office in Pieńków, M. Adamkiewicza 6A, 05-152 Czosnów. Contact details of the Data Protection Officer: iod@adamed.com. Detailed information on the processing of personal data by Adamed can be found at: adamed.com in the "personal data" tab.
4. \_\_\_\_\_\_\_\_\_\_\_\_\_ informs that the controller of personal data of Adamed representatives is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Contact details for the Data Protection Officer: \_\_\_\_\_\_\_. Detailed information on the processing of personal data by \_\_\_\_\_\_\_ can be found at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**§ 11. GENERAL PROVISIONS**

1. Any amendments to the Agreement shall be made in written form, otherwise being null and void.
2. If this Agreement requires written form, it is understood that other form has no legal effects.
3. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this Agreement shall continue in full force and effect; provided, however, that the Parties shall renegotiate an acceptable replacement provision so as to accomplish, as nearly as possible, the original intent of the Parties.
4. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
5. No rights and obligations of a Party under the Agreement may be assigned or transferred to any third party without the prior written consent of the other Party.
6. The Agreement is governed by and shall be construed in accordance with the laws of Poland. In the event of any dispute, disagreement or conflict arising out of or related to the Agreement, the Parties agree to settle such dispute amicably, and in the event of failure to reach an agreement, they will submit the dispute to the competent common court.
7. The Parties appoint the following persons authorized to maintain ongoing contacts between the Parties and make arrangements related to the performance of the Agreement:

1) on the Adamed Pharma :

Name: Róża Sawicka

email: roza.sawicka@adamed.com

phone number: +48 513 000 420

2) on the YYY :

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Such persons are not authorized to make changes to the Agreement or to perform other actions affecting its subject, scope and validity, unless their authorization in this respect results from a separate power of attorney. Changing the above persons or their contact details does not require an amendment to the Agreement. To make such a change, it is sufficient to notify the other party in writing or by e-mail.
2. The Agreement establishes the entirety of the Parties' agreements with respect to the content contained herein and supersedes any prior written or oral agreements on its subject.
3. The Agreement was drawn up in two identical copies, one for each of the Parties. The Agreement was concluded and signed electronically.

Signed:

On behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ On behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_