



## MUTUAL CONFIDENTIALITY AGREEMENT

*Executed as of the date last written below by and between*

**Cyto-Barr B.V.**, a business corporation organized and existing under the laws of the Netherlands, with a registered business office located at De Gast 54, 9801 AG Zuidhorn, The Netherlands, and legally represented by prof. dr. Jaap M. Middeldorp (CEO), hereafter referred to as "Cyto-Barr",

and

**xxx**, a business corporation with a registered address at yyy, legally represented by zzz ( CEO, Director), hereafter referred to as "xxx",

*hereinafter sometimes individually referred to as "Party" and collectively as "Parties"*

### WHEREAS:

- Cyto-Barr and Xxx are entering this Confidentiality Agreement in the context of establishing a contractual relationship in the field of marketing and sales of products and intellectual property relating to human virus-disease related diagnostics, vaccines and therapeutics, details of which to be agreed upon;
- Parties are willing to exchange certain information;
- Parties are willing to receive and use such Information from each other for the purpose of establishing a contractual relationship
- The Parties wish to prevent inadvertent access to the information by third parties;
- The Parties wish to prevent herewith every form of misuse of the information or its use outside the context of the contractual relationship to be agreed upon;
- The Parties will only use this information according to the purpose of this Confidentiality Agreement;

*NOW, THEREFORE, Parties hereto agree as follows*

### Article 1. Information

- 1.1 Parties have approached each other and they will receive confidential information from one another.
- 1.2 Confidential information (hereinafter referred to as "Confidential Information") shall mean: any and all proprietary and confidential information and materials including, but not limited to, data, designs, (process) know-how, trade secrets, product concepts, samples, sales performance and business plans. All Confidential Information shall be clearly marked as Confidential Information of the disclosing Party. Any oral disclosure shall be identified as confidential and summarised in writing (email) to the receiving Party within 30 (thirty) days of disclosure. The summary need only be a listing of the subject discussed plus a few words describing the core of the Confidential Information disclosed. All email correspondence is considered as confidential information.

### Article 2. Secrecy and Non-use

- 2.1 During the period in which this Confidentiality Agreement is effective and also during the period stated in Article 4.1, each Party is obliged to treat all Confidential Information supplied or disclosed by the other Party as strictly confidential and secret. Each Party shall safeguard such Confidential Information as it safeguards its own confidential information and shall use such Confidential Information only for the purpose of assessing the desirability of establishing a contractual relationship to be agreed upon, and to refrain from disclosing it to third



parties or disclosing it in any other way, unless prior authorisation is given in writing by the other Party. Furthermore, the Parties will observe every reasonable precaution to prevent the unauthorised disclosure of said Confidential Information.

- 2.2 Parties may only disclose or reveal the Confidential Information to the minimum number of employees of Parties required for its assessment or, with prior written approval of the other Party, to the minimum of employees of companies associated with the other Party who are actually engaged in the execution of activities requiring access to the Confidential Information, on the condition that such employees have signed appropriate (employment) agreements requiring them to treat the Confidential Information as strictly confidential, and treat such Confidential Information in accordance with this Confidentiality Agreement.
- 2.3 That the receiving Party shall not apply for a patent anywhere in the world and shall not allow any person or affiliated company (any body or firm under control of, or which controls, the receiving Party) to apply for a patent anywhere in the world in respect of the Confidential Information disclosed hereunder. Neither shall the receiving Party use the received Confidential Information or have the received Confidential Information used in a patent litigation with the disclosing Party. Nor shall the receiving Party conduct any experiments or business activities utilising the disclosing Party's Confidential Information without prior written approval.
- 2.4 The obligation regarding confidentiality and non-use obligations of this Agreement does not apply to any part of such information which a Party can demonstrate:
  - at the time of disclosure is in the public domain; or
  - after disclosure becomes part of the public domain by publication or otherwise, except by breach of this agreement; or
  - either Party or its affiliated companies can establish by reasonable proof was in their possession at the time of disclosure by the other Party, or was subsequently and independently developed by their employees or their affiliated companies who had no knowledge of the other Party's Confidential Information; or
  - shall be received from a third party who has the right to disclose it and which, to the best of the recipient Party's knowledge, did not originate from the other Party; or
  - has to be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that each Party shall provide the other Party with prompt notice of such order or related proceeding to afford the other Party an opportunity to intervene and minimize the disclosure through a protective order;

### Article 3. Property

- 3.1 All Confidential Information disclosed within the framework of this Confidentiality Agreement shall remain at all times the property of the disclosing Party.
- 3.2 In the event that a Party is requested to return all materials/goods containing Confidential Information, said Party shall do so without any delay, except that a Party may retain one copy for archive purposes only.

### Article 4. Duration of the Confidentiality Agreement and non-use

- 4.1 Given a contractual relationship to be agreed upon between the Parties, the exchange of Confidential Information shall take place within 1 (one) year of signing the Confidentiality Agreement. That if, on whatever grounds, an Agreement between Parties would not be entered into, the obligations relating to confidentiality, disclosure, non-use and use of the Confidential Information as stipulated in this Confidentiality Agreement shall remain in full effect for a period of 5 (five) years from the date of signature.



Article 5. Applicable Law

5.1 This Confidentiality Agreement shall be governed in accordance with Dutch law. Parties hereto shall attempt to settle any dispute arising from or relating to this Agreement in an amicable way. In the event that such attempt should fail, Parties hereto agree to submit such dispute for arbitration to the Dutch Court of Justice in The Hague, The Netherlands. The outcome of such arbitration will be binding for both Parties. For each and every breach of this Agreement the disclosing Party shall be entitled to full compensation for any and all losses or damages incurred.

Article 6. Miscellaneous

- 6.1 This Agreement will take effect from the date on which both Parties have signed this Agreement.
- 6.2 Nothing in this Agreement shall be construed as granting either Party any rights whatsoever to the other Party's Confidential Information except as stated specifically herein and nothing herein shall obligate either Party to disclose any particular Confidential Information. Neither shall parties be obligated to enter into any further agreement.
- 6.3 This Agreement shall be binding upon and inure to the benefit of each of the parties, their successors, legal representatives, assigns and affiliates including parent companies. A Party may assign this Agreement only to a successor of that Party to that portion of its business relating to the subject matter of this Agreement and only after written approval of the contracting Party under this Agreement. However such assignment shall not relieve said Party of any of the obligations of confidentiality set forth above

***Agreed and signed in duplicate,***

Cyto-Barr B.V.

XXX.

Signature : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Name : Jaap M. Middeldorp  
 Job Title : CEO

Signature : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Job Title : CEO, Director