

## CONFIDENTIAL DISCLOSURE AGREEMENT

[REDACTED]

(hereinafter referred to as “[REDACTED]”),

and

**idalab GmbH**  
**Potsdamer Str. 68**  
**10785 Berlin**  
**Germany**

(hereinafter referred to as “idalab”),

(both idalab and [REDACTED] referred individually as a “Party” and collectively),  
have entered into the following

## CONFIDENTIAL DISCLOSURE AGREEMENT

**WHEREAS**, the Parties have entered into discussions of [REDACTED]  
[REDACTED] (the “Discussions”); relating to possible service or  
collaboration;

**WHEREAS**, Parties are interested in receiving Confidential Information from each other in  
the field of [REDACTED], (the “Field”);

**WHEREAS**, the Parties hereby acknowledge that they will receive from each other  
Confidential Information within the Field, as is necessary to be disclosed for the Discussions,  
for this purpose the disclosing Party is defined as the “Disclosing Party” and the receiving  
Party is defined as “Receiving Party”;

**THEREFORE**, in order to protect such Confidential Information from disclosure, the Parties  
agree, effective as of [REDACTED] as follows:

## **1. Definitions**

- 1.1. "Confidential Information" means any information other than Exempt Information, whether written, graphic, oral or presented in any other form or manner provided by either Party. All Confidential Information in writing shall be clearly marked as confidential. Oral information shall be considered as confidential and summarised in writing to the Receiving Party within fifteen (15) days of the disclosure.
- 1.2. "Exempt Information" means information which:
  - (i) is public knowledge or after disclosure hereunder becomes public knowledge through no breach of this Agreement by the Receiving Party;
  - (ii) the Receiving Party can prove by competent proof to have been in their possession before disclosure thereof to the Disclosing Party under this Agreement;
  - (iii) Parties can prove by competent proof to have received them from a third party who has legal right to disclose the same;
  - (iv) Has been developed independently of the Confidential Information by or for Parties.
- 1.3. "Permitted Use" means use of the Confidential Information for the purpose of determining the Parties' interest in a possible service or collaboration relationship in the course of the Discussions.
- 1.4. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information provided to the Receiving Party.

## **2. Treatment of Confidential Information**

- 2.1. The Receiving Party shall treat Confidential Information as confidential and proprietary and shall safeguard it with at least the same degree of care as its own confidential or proprietary information. The Receiving Party shall exercise all commercially reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information.
- 2.2. The Receiving Party may use Confidential Information only in connection with the Permitted Use, and for no other purpose. The Receiving Party may copy and make extracts of Confidential Information only to the extent necessary for Permitted Use.
- 2.3. The Receiving Party will not disclose, publish, divulge, furnish or make accessible to anyone any part of the Confidential Information, or use Confidential Information or any part thereof for its own benefit or for the benefit of any third parties.
- 2.4. Following execution of this Agreement by both Parties, The Disclosing Party will disclose the Information to the Receiving Party on the express understanding that the Disclosing Party will be under no obligation to enter into any further agreement relating to the Confidential Information.

- 2.5. The Receiving Party will either destroy or return to the Disclosing Party all Confidential Information received from the Disclosing Party in written or in other tangible form, including all copies and extracts made in any technically possible way upon request of Disclosing Party, within sixty (60) days after request. This request may be made at any time, except one copy, only to be able to certify the nature of the confidential documents received under the present Agreement.

### **3. Ownership; Improvements; No Obligation**

- 3.1. Any and all Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any license, option or right under, or with respect to, any Confidential Information including, without limitation, any patent or other intellectual property rights.
- 3.2. Nothing contained herein shall be construed as representing any commitment by either Party to enter into any agreement, or proceed with any transaction, with the other Party hereto, by implication or otherwise.

### **4. Other Matters**

- 4.1. Confidentiality obligation arising out of this Agreement shall terminate five (5) years after the date of execution of this Agreement.
- 4.2. Neither this Agreement, nor either Party's performance under it, will (i) transfer to Parties, or create in Parties, any proprietary right, title, interest or claim in or to any Confidential Information; (ii) obligate any of the Parties to enter into any other agreement or undertaking of any nature whatsoever with the other Party or (iii) prohibit either Party from entering into any other agreement with any other party, if doing so will not violate such Party's obligations hereunder.
- 4.3. Each Party acknowledges that the other Party is free to conduct similar, alike or parallel discussions with third parties relating to the subject matter of this Agreement. Each Party acknowledges that, except as specifically provided herein, neither Party has made any promise to the other, express or implied, upon which either Party is entitled to rely in any way, and the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.
- 4.4. The Receiving Party is aware that Confidential Information is a unique and valuable asset of the Disclosing Party and that the Disclosing Party will be irreparably damaged in case of breach of this Agreement by the Receiving Party. If the Receiving Party disseminates, publishes or discloses to any third party or uses in any other manner not permitted in the Agreement, any Confidential Information, or threatens or appears to be preparing to do so, in addition to any remedy to which the Disclosing Party may be entitled, the Disclosing Party shall be entitled to an injunction restraining the Receiving Party from further breaching of the Agreement. Such right shall be in addition to any right to seek damages as permitted by law.
- 4.5. This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part without the prior written consent of the other Party. No written consent is required if the transfer becomes necessary due to restructuring within either Party's group companies.
- 4.6. This Agreement may be changed only in writing signed by both Parties.

- 4.7. Each Party acknowledges that substantial damage could be done to the Disclosing Party's business through unauthorised disclosure of the Information for which damages at law may not be an adequate remedy, and each Party agrees that the provisions of this Agreement prohibiting disclosure and use of such Information may be specifically enforced by a court of competent jurisdiction.
- 4.8. This Agreement is made in two (2) copies out of which one (1) for each of the Parties hereto.
- 4.9. This Agreement shall be governed by and construed in accordance with the laws of **Germany**. Any disputes between the parties arising out of or in relation with this Agreement shall be submitted to the **Berlin Court, Germany**.

IN WITNESS WHEREOF the Parties hereby execute this Agreement by their respective duly authorised representatives

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**idalab**

Name \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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