**Confidentiality Agreement for volunteers**

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| **Effective Date** | [date when Confidential Information is first exchanged] |
| Company entity name and address (“**PhenomX**”) | PhenomX Health  Chemin Neuf 55  1028 Preverenges  Switzerland |
| Other Party name and address (“**Other Party**”) |  |
| Party disclosing Confidential Information  (“**Disclosing Partie(s)**”) | ***[choose one]*** PhenomX only / Both Parties / Other Party only  [for volunteers I would expect that only PhenomX would have to disclose confidential information.] |
| **Purpose for sharing the confidential information** | Examples: "To enable the Other Party to contribute to the development of PhenomX" |
| **Disclosure Period**  (from **Effective Date**) | ***[choose one]*** six (6) months / twelve (12) months |
| **Confidentiality Period**  (from **Effective Date**) | ***[choose one]*** five (5) years / ten (10) years / so long as the Disclosing Party has not released the Confidential Information in its entirety into the public domain. |
| PhenomX Contact Person  *Include name, email, phone* | Colleen Draper, [colleen.draper@phenomXhealth.com](mailto:colleen.draper@phenomXhealth.com), tel. Xxx.xxxxxxx |
| Other Party Contact details  *Include name, email* |  |

Background information: PhenomX is a startup company dedicated to supporting the health of women, in particular as relates to their physiological state and nutritional needs during the menopause. Äs a start up PhenomX makes grateful use of the services of volunteers who agree to contribute their skills and talents to the development of the company. To enable the volunteers to contribute fully and successfully, they need to have access to confidential information of the company, such as product roll out schedules, proprietary technology including proprietary combinations of technologies in the public domain, and unpublished research results. The Other Party understands that they are under no terms considered an employee of PhenomX, and will not receive employee benefits including disability, pay, workman compensation or severance pay, nor are they covered by PhenomX employer or public liability insurance. PhenomX acknowledges that the Other Party is not an employee and may provide services at free will.

This CONFIDENTIALITY AGREEMENT (“Agreement”), with the Effective Date above is entered into between PhenomX and the Other Party. For good and valuable consideration, PhenomX and the Other Party hereby agree as follows:

* 1. “**Confidential Information**" means (1) all information relating to the Purpose which the Receiving Party or its Affiliates or their representatives may acquire from the Disclosing Party or its Affiliates or their representatives by whatever means and in whatever form; and (2) the existence and terms of this Agreement. “**Receiving Party**” means the Party receiving the Confidential Information. “**Affiliate**” means a company that as of the Effective Date is controlled by, controlling or under common control with a Party by ownership, directly or indirectly, of fifty percent (50%) or more of the stock entitled to vote in the election of directors, or if there is no such stock, fifty percent (50%) or more of the ownership interest in such company.
  2. The Receiving Party agrees that it will keep all Confidential Information confidential and will not disclose it to any third party except as expressly permitted by this Agreement. Receiving Party shall not use the Confidential Information, directly or indirectly in any way other than for the Purpose.
  3. Disclosing Party may disclose Confidential Information under this Agreement to the Receiving Party from the Effective Date until the end of the Disclosure Period. This Agreement shall come into force as of the Effective Date and remain in force until the end of the Confidentiality Period.
  4. The Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates or representatives on a need to know basis solely for the Purpose. The Receiving Party shall be responsible for any breach of this Agreement caused by the acts or omissions of its employees or of the employees of its Affiliates or representatives.
  5. The obligations set out in this Agreement shall not apply to any portion of the Confidential Information which the Receiving Party can prove: (a) was already known to the Receiving Party or its Affiliates prior to any disclosure by the Disclosing Party or its Affiliates or representatives; (b) was publicly available prior to any disclosure by the Disclosing Party or its Affiliates or representatives, or subsequently becomes publicly available through no breach of this Agreement; (c) was received by the Receiving Party or its Affiliates from a third party lawfully in possession of the same and not in breach of any confidentiality obligation with the Disclosing Party; or (d) was independently developed by the Receiving Party or its Affiliates without reliance upon the Confidential Information of the Disclosing Party.
  6. The Receiving Party shall have the right to disclose to the relevant authority any Confidential Information which is required to be disclosed pursuant to legal requirements, judicial process, court order or administrative request, provided thatthe Receiving Party shall promptly notify, where reasonably possible, the Disclosing Party of any such legal requirements, process, order or request, sufficiently prior to disclosing such Confidential Information to permit the Disclosing Party to seek a protective order.
  7. The Confidential Information shall remain the property of the Disclosing Party. Nothing in this Agreement will be construed to convey to either party any right, title, or interest in any Confidential Information or intellectual property right of the other party.
  8. The Receiving Party shall, promptly after receiving a written request from the Disclosing Party, return or destroy (at Disclosing Party’s discretion) all Confidential Information, including all copies thereof in whatever form reproduced or stored (to the extent technically practicable), and make no further use of it. The Receiving Party may retain documents and materials containing Confidential Information to the extent required by the law or any applicable governmental or regulatory authority or to the extent reasonably necessary to enable the Receiving Party to show that it has performed its obligations under this Agreement.

* 1. This Agreement shall not be construed to create any obligation for either party to enter into any further business relationship or employment with the other party.
  2. A finding that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement, unless the provisions that have been found to be invalid or unenforceable substantially affect the rights or obligations granted or undertaken by either Party. The failure of a Party to insist, in one or more instances, upon performance of any of the provisions or conditions of this Agreement will not be construed as a waiver of any other provision or condition of this Agreement, and no present waiver will be construed as a future waiver of such provision or condition.The Receiving Party understands and acknowledges that damages alone would not be an adequate remedy for any unauthorised disclosure or misuse of any of the Confidential Information. In such event, the Disclosing Party shall therefore be entitled, in addition to any and all other remedies, to injunctive relief and specific performance.
  3. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each Party. This Agreement states the entire understanding of the parties regarding its subject matter and supersedes all prior confidentiality agreements or understandings between the parties (whether written or oral) relating to the Purpose.
  4. The Disclosing Party represents and warrants that it has the right to exchange the Confidential Information. No other warranties are made by the Disclosing Party to the Receiving Party under this Agreement and any Confidential Information exchanged under this Agreement is provided “as is”.
  5. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to any conflict of law rules. The parties agree that any dispute under this Agreement shall be submitted to the competent courts of Canton de Vaud, Switzerland.
  6. This Agreement may be signed in counterparts. In the event the signed Agreement is transmitted electronically, the electronic copy shall constitute admissible evidence of the existence of this Agreement.

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| **For PhenomX**  Name: Colleen Fogarty Draper  Title: CEO and Founder | **For the Other Party**  Name:  Title: |
| Authorized signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: | Authorized signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |