This Mutual Confidential Disclosure Agreement (the “**Agreement**”) between [ ], a Delaware corporation (“**Company**”) and [  ], [a [Delaware] corporation][an individual] (“**Counterparty**”), is effective as of [Date] (the “**Effective Date**”). Company and Counterparty are referred to herein individually as “**Party**” and collectively as the “**Parties**.” As used in this Agreement, the Party disclosing Confidential Information (as defined below) is referred to as the “**Disclosing Party**”; the Party receiving such Confidential Information is referred to as “**Recipient**.”

1. Purpose. The Parties intend to [explore a business opportunity of mutual interest concerning the research, development and/or commercialization of one or more drug candidates under development by Company, and to engage in discussions relating to a possible consensual negotiated transaction relating thereto][[1]](#footnote-2) (the “**Purpose**”), in the course of which the Disclosing Party may disclose to Recipient certain Confidential Information (defined below).
2. Confidential Information. “**Confidential** **Information**” means (i) any and all information provided by Disclosing Party to Recipient, either directly or indirectly, whether in graphic, written, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential, including, without limitation, know-how, trade secrets and any information concerning or resulting from any research and development or other project, experimental work, product development plans, regulatory compliance information, information relating to therapeutic targets, leads and candidates and research, development and regulatory strategies; and (ii) any notes, reports, summaries, analyses, compilations, studies, interpretations, memoranda or other materials, in whatever form maintained, whether prepared by the Company, Recipient or Recipient’s Representatives which contain, reference, reflect or are based upon, in whole or in part, any Confidential Information delivered to Recipient or its Representatives under this Agreement. The Confidential Information may also include information of a third party that is disclosed to Recipient by Disclosing Party or such third party at Disclosing Party’s direction.

Non-use and Non-disclosure. Recipient agrees to use the Confidential Information only for the Purpose. Recipient and its Representatives (defined below) shall not modify, reverse engineer, disassemble, decompile, create other works from or determine the composition of any formulations, prototypes, software or other tangible objects that embody Confidential Information. Recipient shall, and shall direct its Representatives to, hold in strict confidence and not disclose to any third party any Confidential Information or exploit such Confidential Information for its own benefit or the benefit of another except as approved in writing in advance by Disclosing Party. Without limiting the foregoing, Recipient shall permit access to Confidential Information only to those of Recipient’s subsidiaries, directors, officers, employees, affiliates, consultants, independent contractors, agents or advisors (including without limitation attorneys, accountants, bankers, financial advisors and members of advisory boards) actual or potential investors, lenders, partners, or acquirors (such of the foregoing persons as actually receive Confidential Information pursuant hereto, “**Representatives**”) having a need to know such information and who, prior to the disclosure of Confidential Information to such Representative, are bound by confidentiality and non-use obligations at least as restrictive as those contained herein. Recipient shall be responsible for the breach of this Agreement by its Representatives as if such breach were by Recipient itself. Recipient shall prevent its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information or any other actions that would constitute a breach of this Agreement if taken by Recipient. Recipient and its Representatives may not reproduce Confidential Information in any form except as required to accomplish the Purpose. Any reproduction of any Confidential Information of the Disclosing Party by Recipient or its Representatives shall remain the property of the Disclosing Party and, to the extent practicable, shall contain any and all confidential or proprietary notices or legends which appear

1. Note to Novasenta: Revise as necessary to describe the subject matter of the underlying matter. If this relates to a possible M&A transaction then M&A counsel should be consulted. [↑](#footnote-ref-2)