

## CONFIDENTIALITY AGREEMENT

This Confidentiality and Non Disclosure Agreement is executed between Mr/Mrs ....., of legal age, ID number....., in the role of..... (job title), acting in the name and in representation of the company ..... (referred herein as.....), Tax ID number....., with an address at....., that was established in the presence of the Notary in....., Mr/Mrs....., dated ....., registered in the Mercantile Register....., dated.....

The other party, Mr. Manuel Illescas Taboada, ID number 05201779F, in the role of associate and acting in the name of MANUEL ILLESCAS ASOCIADOS, S.L. (referred herein as MIAPatents), Tax ID number B-86784568, with an address at Madrid, C/ Principe de Vergara 197, that was established in the presence of the Notary of Madrid, Mr. Antonio Luis Reina Gutierrez, on July 18th of 2013 and registered in the Mercantile Register on July 19th of 2013.

The parties declare that.....conducts research and development activities related to the fields of .....

For their part, MIAPATENTS conducts activities involving the evaluation, drafting, prosecution and registration of patents and trademarks. As well as legal counseling on industrial and intellectual property matters, that includes legal representation before various patent offices and in Spanish courts, regarding the aforementioned matters.

In order to establish a business relationship between ..... and MIAPATENTS, regarding delivery of information by ..... to MIAPATENTS, the parties agree to provide an assurance of confidentiality.

The parties freely and willingly sign this document in agreement to the following:

### **First. Assurance of confidentiality.**

- 1.1 MIAPATENTS must not disclose information shared by ..... and reflected in the Appendix I, in order to be evaluated on its patentability, the eventual drafting of patent applications and the prosecution and registration of the aforementioned patents and trademarks,

both locally and internationally, as well as any related information regarding trademarks or susceptible to protection under intellectual property rights. This information will not be shared with any third party or used for personal benefit.

1.2 MIAPATENTS shall consider each document submitted by ..... as confidential and shall not disclose any related information contained in them, either during the period of validity of this agreement. MIAPATENTS acknowledges that many measures should be taken in order to keep the information confidential, this includes all its employees, agents, consultants o managers as well as outsourcing staff. To that effect, MIAPATENTS shall inform all members of staff about these conditions. In case of any breach of terms or conditions by any of the individuals mentioned above, MIAPATENTS shall compensate for damages.

1.3 At the termination of this agreement each party shall hand over the other with all documents received during the duration of this agreement.

1.4 As an exception of 1.1, always with the consent of ....., MIAPATENTS can disclose partially or completely the information regarding this agreement in order to do any of the following:

1.4.1 Evaluation of the patentability, prosecution and registration of any patent or trademark, that protects the information exchanged in this agreement by the officers of the SPTO in charge.

1.4.2 Evaluation of all the information exchanged in this agreement by employees of any office or organization in charge of financial aid for patentability studies or for drafting, filing, prosecution and registration of patents and trademarks.

## **Second. Duration of Agreement.**

This agreement shall be effective from the date it is signed and shall remain in full force and effect for a period no less than 5 years. It shall be automatically renewed from year to year thereafter unless either party notifies the other ninety (90) days prior to the following termination date, that it desires to conclude the agreement, definitely.

## **Third. Applicable law.**

This agreement is a Mercantile agreement therefore it shall be governed by and construed and interpreted in accordance with the Mercantile laws or by the substantive laws of Spanish legislation.

**Fourth. Dispute resolution.**

All disputes, discrepancies, claims and controversies regarding the legality, interpretation, modification, extinction or resolution of this agreement are to be settled first by the parties. If the parties do not come to an agreement in a period of fifteen (15) days from the date of the breach of the contract, then the parties agree that all disputes, discrepancies, claims or controversies regarding the business relationship, in the execution and interpretation of this agreement be handled by the courts of Madrid according to Spanish legislation.

The parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. They sign this Agreement and its Appendix I in two copies, endorsing each page in the place and date indicated below.

....., ..... of .....

Madrid, ..... of .....

In representation of .....

In representation of MIAPATENTS

.....

Manuel Illescas Taboada