**INSTITUTION CONFIDENTIAL**

**DISCLOSURE AGREEMENT**

1. Confidence Pharmaceutical Research, a California Limited Liability Company, located at 1633 Old Bayshore Hwy, Suite 328, Burlingame, CA, 94010, USA and its affiliates ("CONFIDENCE"), its staff, agents, independent contractors working in connection with the trial and its clients may disclose and       ("Institution"), having an address at      , may receive certain confidential and proprietary information from CONFIDENCE, its staff, agents, independent contractors working in connection with the trial and its clients in connection with a potential business arrangement between the parties relating to MT-2990-A01 ("Study"). The term "Confidential Information" shall mean any information, technical data, or know-how relating to the Study, the business of CONFIDENCE, or its clients and its and/or their affiliates, whether disclosed to Institution in writing, orally or in electronic form. Institution's obligations specified herein will not apply to Confidential Information that Institution can prove that it:
   1. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Institution;
   2. is in the Institution's possession at the time of disclosure other than as a result of either's breach of any obligation as shown by written evidence;
   3. becomes known to the Institution through disclosure by sources other than CONFIDENCE who has the legal right to disclose such Confidential Information; or
   4. is independently developed by Institution, without reference to or reliance upon the Confidential Information, as shown by written evidence.

If Institution is required to disclose Confidential Information to a government authority or by order of a court of competent jurisdiction, then Institution can disclose such Confidential Information provided that to the extent permissible by law (i) such disclosure is subject to all applicable governmental or judicial protection available for like material and Institution cooperate with CONFIDENCE in seeking such protection as reasonably requested thereby; (ii) reasonable advance notice, is given to CONFIDENCE; and (iii) Institution shall take reasonable steps to limit the scope of such disclosure.

1. Institution agrees:
   1. Not, without the prior written consent of CONFIDENCE or its clients, as applicable, to discuss with or permit the disclosure of any Confidential Information obtained as a result of the discussions relating to the potential business arrangement including any documents or samples thereof to any third party. Institution may disclose Confidential Information received hereunder only to its employees and/or independent contractors who have a need to know such Confidential Information in the course of the performance of their duties ("Institution Representatives") and who are bound by written agreements or policies to protect the confidentiality of such Confidential Information on terms at least as restrictive as the terms contained herein. In the event of a disclosure, intended or unintended, of Confidential Information to a third party without CONFIDENCE's prior consent, Institution, as applicable, will promptly notify CONFIDENCE;
   2. Institution shall be responsible for any breach of this Agreement by any of Institution Representatives. Institution shall promptly notify CONFIDENCE in the event of any loss or unauthorized disclosure of any Confidential Information
   3. Not to use such Confidential Information for any purpose other than evaluating business arrangement relating to the Study for which it was disclosed or to perform services relating to the Study;
   4. Not to use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of CONFIDENCE;
   5. Not to assume ownership of any Confidential Information as CONFIDENCE or its client, as applicable, is and shall remain the exclusive owner of any Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein; and
   6. To return or destroy, at CONFIDENCE's option, any Confidential Information received by the Institution pursuant to this Agreement (and all copies thereof) upon CONFIDENCE's request.
2. This Agreement is effective as of the date of signature below and shall supersede all prior confidentiality agreements between the parties relating to the Study. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns; provided Institution may not assign their obligations under this Agreement without the prior consent of CONFIDENCE. No license or conveyance of any such rights to the Institution is granted or implied under this Agreement.
   1. Duration of Obligations. The term of this Agreement shall remain in full force and effect for two (2) years following the Effective Date. The obligations of each party under this Agreement shall remain in effective for five (5) years following the expiration of the Agreement, except that the parties' obligations of confidentiality with respect to trade secrets shall remain for such longer period as such information continues to be a trade secret.
   2. Institution acknowledges and agrees that a breach of the confidentiality and non-use obligations of this Agreement is likely to cause irreparable harm to CONFIDENCE and its clients, and that money damages alone would be an inadequate remedy for breach of such obligations. Institution agrees that it will not object to CONFIDENCE and/or its clients seeking injunctive or other equitable relief regarding the threatened or actual disclosure of any Confidential Information subject to the provisions of this Agreement; such relief shall be without prejudice to any other rights and remedies CONFIDENCE and its clients may have for a breach of this Agreement.

# **For CONFIDENCE:**

# Signature:

# Name:

# Position:

# Date:

# **For Institution:**

# Signature:

# Name:

# Position:

# Date: