# CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (**“Agreement”**) is made as of Agreement Start Date (**“Effective Date”**) by and among MacroGenics, Inc., a Delaware corporation having its principal place of business at 9704 Medical Center Drive, Rockville, MD 20850 (**“MacroGenics”**) and Legal Entity Name*,* having offices at Billing Street, Billing City, Billing State/Province (**“Abbreviated Name”**) andLegal Entity Name*,* having offices at Billing Street, Billing City, Billing State/Province (**“Abbreviated Name”**). MacroGenics and [Abbreviated Name 1] and [Abbreviated Name 2] are collectively referred to as the **“Parties”**, and each individually referred to as a **“Party”**.

WHEREAS: Purpose of Agreement (**“Purpose”**), the Parties wish to establish terms governing the use and protection of certain Confidential Information (as defined below) that one Party (**“Disclosing Party”**) may disclose to the other Parties (**“Recipient(s)”**).

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.**
   1. **“Agreement Term”** means the Effective Date until Agreement End Date.
   2. **“Confidential Information”** means all information, materials, and samples, other than Excluded Information, of a Disclosing Party disclosed during the Agreement Term for the Purpose, including but not limited to research and development plans, products, data, know-how, trade secrets, research, clinical protocols and plans, product plans, products, markets, software, developments, inventions, processes, analyses, DNA or amino acid sequences, molecular structures, formulas, technology, designs, drawings, engineering, marketing, distribution, sales methods and systems, and sales and profit figures.
   3. **“Excluded Information”** means any information that:
      1. is in the public domain at the time of disclosure;
      2. after disclosure, becomes part of the public domain by publication or otherwise, except through breach of this Agreement by a Recipient;
      3. was lawfully in a Recipient’s possession at the time of disclosure by the Disclosing Party;
      4. comes to a Recipient from a third party that the Recipient reasonably believes is not contractually obligated to the Disclosing Party to maintain the confidentiality of such information;
      5. was approved for release by written authorization of the Disclosing Party; or
      6. was created, developed or generated independently by the Recipient without the use of or reliance on information provided by or on behalf the Disclosing Party (other than information included in Sections 1.3(a) through 1.3(e) or reasonably discernible therefrom), as evidenced by written records.
   4. **“Representatives”** include any officers, directors, employees, agents, consultants or other authorized representatives of a Recipient who are under obligations of confidentiality and use to a Recipient or to the Recipient’s employer that are at least as restrictive as those of this Agreement. Upon written approval by the Disclosing Party, affiliates of the Recipient may be included as Representatives.
2. **Disclosure.** During the Agreement Term, a Disclosing Party may directly or indirectly disclose or grant access to its Confidential Information electronically, in writing, orally, by drawings, by inspection of documents or other tangible property, and/or by other means to each Recipient and/or its Representatives solely for purposes of achieving or facilitating the Purpose.
3. **Restrictions on Disclosure and Use.**
   1. Except as permitted in this Agreement, each Recipient shall keep confidential and not publish, make available or otherwise disclose any Confidential Information publicly or to any third party without the Disclosing Party’s express prior written consent.
   2. Each Recipient shall use Confidential Information it receives or obtains access to from a Disclosing Party solely to achieve or facilitate the Purpose. Each Recipient may disclose Confidential Information of the Disclosing Party to those of its Representatives that need to know such Confidential Information to achieve or facilitate the Purpose. Each Recipient shall be responsible for its Representatives’ adherence to the terms and conditions of this Agreement.
   3. Each Recipient shall exercise at a minimum the same degree of care (and in no event less than a commercially reasonable standard of care) to maintain the confidentiality and permitted use of the Confidential Information it receives from the Disclosing Party as it would exercise to (a) protect the confidentiality of its own confidential information; and (b) stop any ongoing and prevent the future misuse and/or misappropriation of its own confidential information.
   4. Each Recipient shall cooperate with the Disclosing Party in any efforts undertaken by the Disclosing Party to retrieve, maintain the confidentiality of; stop any ongoing and prevent the future misuse or misappropriation of Confidential Information received or accessed by Recipient and/or its Representatives
4. **Legally Compelled Disclosures.** If a Recipient is required by regulation, law, administrative or judicial order to disclose Confidential Information of the Disclosing Party, to the extent practicable, the Recipient shall give the Disclosing Party prompt notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Recipient will fully cooperate with the Disclosing Party in connection with the Disclosing Party’s efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Recipient will make such disclosure only to the extent that such disclosure is legally required.
5. **Compliance.** Each Party represents that (a) it has the right to enter into this Agreement and disclose its Confidential Information in compliance with its internal policies; and (b) the terms of this Agreement are not inconsistent with any other contractual or legal obligations it may have.
6. **Destruction or Return of Confidential Information.** Upon written request by the Disclosing Party, each Recipient will promptly destroy and/or return to the Disclosing Party Confidential Information it received from or on behalf of the Disclosing Party whether in tangible form or intangible form (other than Confidential Information that is included in electronic files that are generated and destroyed routinely for backup purposes in the course of a Party’s operations) and destroy all copies of and documents made by the Recipient containing such Confidential Information; except that the Recipient shall have the right to retain one copy of such Confidential Information in its legal archives for the purpose of determining its legal obligations under this Agreement and provided that, in each case, all such Confidential Information shall remain subject to the terms of this Agreement.
7. **Term.** 
   1. This Agreement will expire upon the expiration of the Agreement Term. The Parties may terminate the Agreement Term prior to its expiration upon written agreement among the Parties. Each Party retains the right, in its sole discretion, to terminate the Agreement at any time upon thirty (30) days’ written notice to the other Parties.
   2. Unless otherwise agreed to by the Parties, the obligations of confidentiality and use of the Confidential Information shall apply continuously from the Effective Date until five (5) years after the expiration or termination of the Agreement Term.
8. **No Other Rights.** By disclosing Confidential Information to a Recipient, the Disclosing Party does not grant to such Recipient or any of its Representatives any express or implied rights or license, use or any other rights in the Disclosing Party’s Confidential Information except as provided in this Agreement. This Agreement shall in no way be construed to require a Party to offer or take a license or other obligation or right not granted or created in this Agreement. Nothing in this Agreement shall be construed to require a Party to deliver Confidential Information or any other information to another Party, or to enter into any agreement or arrangement with another Party.
9. **Liability.** Each Party acknowledges that the Confidential Information is provided on an AS IS basis. In no event shall a Disclosing Party be liable to the Recipient for any direct, indirect, special, or consequential damages in connection with or arising out of the performance or use of any portion of the Confidential Information, including without limitation or representation or warranty as to completeness, accuracy, safety or fitness for a particular purpose.
10. **Trade Controls.** The Parties shall comply with all applicable export control laws and regulations that may apply to Confidential Information shared hereunder, including those of the U>S> Export Administration Regulations and economic sanction programs.
11. **Miscellaneous.** 
    1. Assignment. This Agreement shall not be assigned by a Party without the written consent of the other Party(ies), except that a Party may otherwise assign its respective rights and transfer its respective duties to any assignee of all or substantially all of its business (or that portion thereof to which this Agreement relates) or in the event of its merger or consolidation or similar transaction, in which case such Party and its assignee shall both be subject to the confidentiality and use obligations of this Agreement. An assignment of this Agreement by a Party will not release that Party of its obligations under this Agreement to the other Party(ies). This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
    2. Waiver.No waiver by a Party of a breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any other prior, concurrent or subsequent breach. None of the provisions of this Agreement are considered waived by a Party except to the extent that a waiver is provided in writing by an authorized representative of such Party.
    3. Injunctive Relief. The Parties agree that should this Agreement be breached, money damages would be inadequate to remedy any such breach. As a result, the non-breaching Party shall be entitled to seek, and a court of competent jurisdiction may grant specific performance and injunctive or other equitable relief as a remedy of any breach of this Agreement. Such remedy may be in addition to all other remedies, including money damages, available to a non-breaching Party at law or in equity.
    4. Independent Relationship. Nothing in this Agreement shall be construed as creating a joint venture, partnership, employment or any relationship among the Parties.
    5. Securities Law Prohibition. To the extent that a Party is a publicly traded entity, the other Party(ies) acknowledges that it is aware (and its Representatives who are apprised of this matter have been advised) that federal securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company. This Agreement is not intended to give rise to any private cause of action in the event of such a violation of the federal securities laws.
    6. Entire Agreement and Modifications. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior agreements, written or oral, among the Parties relating to the subject matter of this Agreement and may not be amended unless agreed to in writing by the Parties.
    7. Severability. If any provision of this Agreement or portion thereof is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and the remaining provisions shall not be affected.
    8. Headings. The headings of the sections and paragraphs in this Agreement are provided only as a matter of convenience and for ease of reference and in no way is intended to define, limit, describe or otherwise affect the interpretation, meaning, substance or scope of any provision contained in this Agreement.
    9. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, interpreted and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles.
    10. Counterparts. This Agreement may be executed (including digitally and electronically) in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.  Facsimile signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

[Signatures begin on the next page.]

The Parties have signed or caused this Agreement to be executed as of the Effective Date.

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| **MacroGenics, Inc.** | |  | **Legal Entity Name** | |
|  | |  |  | |
| Date: | \ds2\ |  | Date: | \ds1\ |
| Signed: | \si2\ |  | Signed: | \si1\ |
| Name: | \na2\ |  | Name: | \na1\ |
| Title: | \ti2\ |  | Title: | \ti1\ |

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|  | **Legal Entity Name** | | | |
|  | | |  |  | | |
| Date: | | \ds2\ |  |
| Signed: | | \si2\ |  |
| Name: | | \na2\ |  |  | |  |
| Title: | | \ti2\ |  |  | |  |