

Confidential Disclosure Agreement
MUTUAL DISCLOSURE

This confidentiality agreement (Agreement), effective as date of signature between:

_____, with its place of business at _____
(hereinafter "SPONSOR"),

and

proinnovera GmbH, itself and on behalf of its wholly owned subsidiary proinnovera Inc. with its place of business at Wienburgstraße 207, 48159 Muenster, Germany (hereinafter "***proinnovera***")

Whereas:

- A. ***proinnovera*** and SPONSOR have each developed and possess certain valuable proprietary information ("INFORMATION") relating to preparing and conducting a clinical study;
- B. ***proinnovera*** and SPONSOR desire to exchange INFORMATION for the purpose of evaluating the potential for establishing various types of collaboration between each other ("PURPOSE");
 1. SPONSOR and ***proinnovera*** will provide, one ("OWNER") to the other ("RECIPIENT"), their respective confidential INFORMATION.
 2. By entering this Agreement, neither party will be obligated to enter any other or further agreement relating to INFORMATION, or otherwise. In addition, except as set forth herein, nothing in this Agreement shall be construed as granting any license or right in and to INFORMATION by OWNER to RECIPIENT. Should the parties wish to enter any such other or further agreement or should OWNER wish to grant any license or right to RECIPIENT other than those set forth herein, then the same shall not be valid and binding unless and until reduced to writing signed by both parties' duly authorized representatives.
 3. Subject to Article 4, RECIPIENT will not disclose to any third party any and all INFORMATION received or developed hereunder. For the avoidance of any doubt, RECIPIENT's parent, affiliates or subsidiaries shall not qualify as third party for the purpose of this provision. RECIPIENT's parent, affiliates or subsidiaries shall be bound by restrictions at least as strict as those set forth herein. RECIPIENT will treat INFORMATION in the same manner as it would treat its own proprietary information and agrees to utilize INFORMATION solely for the PURPOSE of this Agreement or in connection with any joint project collaboration between ***proinnovera*** and SPONSOR. Each party agrees to limit its internal dissemination of INFORMATION to only those employees who have a need to know the INFORMATION for the PURPOSE and who are contractually bound by disclosure and use restrictions with respect to said INFORMATION.
 4. INFORMATION falling within one of the following exceptions shall not be subject to the provisions of Article 3:
 - a) to the extent INFORMATION is public knowledge or, after disclosure hereunder, becomes public knowledge through no fault of RECIPIENT; or
 - b) to the extent INFORMATION can be shown by RECIPIENT to have been in RECIPIENT's possession or control prior to the date of disclosure hereunder; or
 - c) to the extent INFORMATION is received by RECIPIENT from any third party without any obligation to OWNER; or
 - d) to the extent RECIPIENT can establish that INFORMATION was independently developed by RECIPIENT without reference to OWNER's information; or

