

Mutual Confidentiality Agreement

This agreement dated **XXXX-XX-XX**

QPharma AB, 556499-5081 a Swedish corporation which has its principal place of business at Agneslundsvägen 27, Box 590, 201 25 Malmö, Sweden.

and

[Company, org.nr], a Swedish corporation which has its principal place of business at **[address]**.

Witnesses that,

WHEREAS

- A. The parties each have their own confidential information relating to or connected with the proposed business relationship or relationships in respect of which they have entered into this agreement.
- B. For the purpose of evaluating, considering, discussing and negotiating the possibility of collaborating with one another in a business relationship or relationships, each party wishes to disclose certain of its confidential information to the other party and to receive certain of the other party's confidential information.
- C. The parties recognise that confidential information has been developed through the expenditure of substantial time, effort and money and is a valuable asset; and they therefore wish to ensure that all confidential information disclosed between them remains the secret and confidential property of the party making disclosure and that it will not be disclosed by the receiving party to anyone else, either during the term of this agreement or at any time thereafter, and that all information that is capable of being returned from the receiving party to the disclosing party will be returned at the expiry of the term of this agreement or as the parties may in future agree.

THE PARTIES AGREE as follows:

1. Definitions

- 1.1 In this Agreement the following terms shall have the following meanings whenever such terms are used in their capitalised form:
 - 1.1.1 Affiliate(s) means, in respect of each party, any corporation or other business entity which is part of the same enterprise grouping as the party and of which the party has at least majority ownership and in which the party controls at least a majority of the voting shares.

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- 1.1.2 Agreement means this agreement, all annexes, exhibits and additions to this agreement, and all modifications, amendments, extensions and renewals of this agreement.
- 1.1.3 Collaboration means the proposed, future business relationship or relationships, arrangement or arrangements, or transaction or transactions in respect of which the parties have entered into this Agreement.
- 1.1.4 Confidential Information means any information which was not or is not in the public domain at the time of its disclosure and which is communicated in any way or form by the Disclosing Party to the Recipient, either before or after the date of this Agreement, whether or not such information is identified as confidential, including, without limitation, information relating to products, processes, services, businesses, personnel, research, commercial activities, formulas, programmes, devices, concepts, inventions, patents, designs, methods, techniques, marketing and commercial strategies, data, trade secrets, know-how, plans, operations, tests, studies, manuals, market reports, customers, financial status, and the like.
- 1.1.5 Disclosing Party means the party making disclosure of or otherwise communicating Confidential Information to the other party.
- 1.1.6 Recipient means the party receiving or otherwise obtaining Confidential Information from the other party.

2. Confidentiality, non-disclosure and use of information

- 2.1 The confidential nature of the Confidential Information shall be and remain the confidence and secret of the Disclosing Party. Confidential Information shall be and remain the property of the Disclosing Party. The Recipient shall obtain no right of any kind in Confidential Information other than the right to use it as specified in this Agreement.
- 2.2 Confidential Information shall be used by the Recipient only for the purpose of evaluating, considering, discussing and negotiating the Collaboration and for no other use or purpose so long as the Confidential Information is subject to this Agreement.
- 2.3 Confidential Information shall not be disclosed to any third party by the Recipient, other than with the prior, written permission of the Disclosing Party or as may be required by law.
- 2.4 The Recipient may disclose Confidential Information only to those of its and its Affiliates' directors, officers, employees and agents who are necessarily and directly involved in, and who need to know of the Confidential Information as an essential part of, the Recipient's evaluation of the Collaboration; and the Recipient shall ensure that they use the Confidential Information only for the evaluation purposes set out in this Agreement and in accordance with the

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terms of this Agreement and that they do not make any copies of or extracts from the Confidential Information, except as authorised by the Disclosing Party in writing or as necessitated by the requirements of this Agreement.

- 2.5 In the event the Recipient is required to make disclosure of Confidential Information under the compulsion of law or authority, the Recipient shall promptly inform the Disclosing Party, shall avail itself of every reasonable opportunity to avoid disclosure, shall disclose only that part of the Confidential Information that it is legally compelled to disclose, and shall, to the extent possible, ensure that the authority concerned undertakes to keep the disclosed information confidential, to use the disclosed information only for the purposes for which it was gathered, to make no further disclosure of the information to anyone else, and to make only such disclosure within its own organisation as may be absolutely necessary for the purposes for which the disclosure was compelled.
- 2.6 In the event of any unauthorised disclosure of Confidential Information, the Recipient shall immediately inform the Disclosing Party and shall co-operate with it in determining what steps should be taken.
- 2.7 The obligations of confidence, non-use and non-disclosure set out in this Part shall not apply to any information that is:
- (a) information which the Recipient can establish was known to the Recipient prior to its disclosure hereunder;
 - (b) information which is or becomes generally available to the public through no act or omission of the Recipient;
 - (c) information which is rightfully received by the Recipient from a third party who is not under an obligation of confidentiality; or
 - (d) information which is specifically released, in writing, from the scope of this Agreement by the Disclosing Party.
- 2.8 The obligations of the parties under this Part shall survive the expiry or termination of this Agreement and shall remain binding upon the parties, unless otherwise agreed, for a period of ten years from the date of this Agreement.

3. Intellectual property rights

- 3.1 Nothing in this Agreement shall be construed as granting either party any right or license, either express or implied, under any patents or other industrial or intellectual property right, including know-how, now or hereafter owned by the other party.
- 3.2 The Disclosing Party shall own all right, title and interest in, to and associated with work done and services provided by the Recipient in connection with the

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Disclosing Party's Confidential Information, including, without limitation any objects, drawings, plans, prototypes, samples, devices, reports, notes, programmes, or files.

- 3.3 The parties acknowledge that Confidential Information may benefit from proprietary rights and interests in addition to those derived from confidentiality, such as copyright, patent, trademark, industrial design and other such rights and interests, or that it may have the capacity to acquire such status; and the Recipient shall therefore do nothing that is inconsistent with the Disclosing Party's ownership of any such rights and interests or that harms or impairs such rights and interests.

4. No obligation to do business, Return of information

- 4.1 This Agreement shall not be construed as obligating either party to enter into any further agreement with the other regarding the Collaboration nor to restrict either party from discussing the subject matter of the Collaboration with any other party or parties, provided that the parties shall not do so as long as they are discussing, evaluating and negotiating with each other with respect to the Collaboration and provided that they observe the terms of this Agreement in respect of Confidential Information.
- 4.2 In the event the parties decide not to enter into an agreement regarding the Collaboration, the parties shall each immediately return to the other all Confidential Information received from the other in whatever form and all copies thereof and this Agreement shall thereafter be terminated.
- 4.3 In any event, the Recipient shall return all Confidential Information to the Disclosing Party within twelve (12) months of the date of this Agreement, unless prior to that time a further agreement in writing concerning such information has been entered into between them.

5. General stipulations

- 5.1 The parties acknowledge that all disclosure of Confidential Information made to each other before the actual execution of this Agreement was intended by each of them to be made on the terms and conditions set out in this Agreement and therefore that this Agreement shall be effective and binding as of the time of the first such disclosure.
- 5.2 This Agreement shall be governed and construed in accordance with the laws of Sweden.
- 5.3 Any disagreement or dispute which may arise between the parties in relation to or connection with this Agreement shall be settled amicably and expeditiously by good faith negotiation, and any such dispute which cannot be so settled shall be referred to and finally settled by arbitration by a single arbitrator in accordance with the rules of the Stockholm Chamber of Commerce. All

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decisions, determinations and rulings of the arbitrator or arbitrators shall be final and shall be fully and irrevocably accepted by the parties. Any such arbitration shall be held in Malmö, Sweden, in the English language.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date.

QPharma AB

[Company]

Authorised Signatory

Authorised Signatory

Kenneth Stokholm

[Name]

Print name

Print name

Managing Director

[Title]

Title

Title