

CONFIDENTIALITY AGREEMENT

between

(hereinafter " ")

and

BioAgency AG, Neuer Wall 72, D-20354 Hamburg, Germany.

(hereinafter "BIOAGENCY")

Also "PARTY" or both together "PARTIES"

WHEREAS, _____ has developed and possesses certain proprietary INFORMATION relating to its business and development efforts (hereinafter "INFORMATION");

WHEREAS, BIOAGENCY desires to obtain access to such INFORMATION for the purpose of evaluating BIOAGENCY' interest in a potential collaboration;

WHEREAS, _____ is willing to disclose to BIOAGENCY said INFORMATION for evaluation and determination of BIOAGENCY' interest therein;

WHEREAS, BIOAGENCY has developed and possesses certain proprietary INFORMATION relating to its business and development efforts (hereinafter "INFORMATION");

WHEREAS, _____ desires to obtain access to such INFORMATION for the purpose of evaluating _____' interest in a potential collaboration;

WHEREAS, BIOAGENCY is willing to disclose to _____ said INFORMATION for evaluation and determination of _____' interest therein;

NOW, THEREFORE, the PARTIES hereto agree as follows:

1. The PARTIES will, after execution of this Agreement by both PARTIES, provide each other with INFORMATION.
2. The INFORMATION will be disclosed to each other with the express understanding that neither BIOAGENCY nor _____ will be obligated to enter into any further agreement relating to INFORMATION. In addition, nothing in this Agreement shall be construed as granting any license or right in and to INFORMATION to the other party.

3. It is understood that such INFORMATION is proprietary to _____ and BIOAGENCY and the PARTIES will treat such INFORMATION for a period of three (3) years after execution of this Agreement in the same manner as they would treat its own proprietary INFORMATION and will not divulge the INFORMATION to third parties or use any INFORMATION for any other purpose other than its evaluation, except, as follows:

- a) to the extent such INFORMATION is public knowledge or after disclosure hereunder becomes public knowledge through no fault of a PARTY; or
- b) to the extent such INFORMATION can be shown by a PARTY to have been in its possession or control on a non confidential basis prior to the date of disclosure hereunder; or
- c) to the extent such INFORMATION is received by a party from any third party without any obligation to the other party; or
- d) to the extent such INFORMATION can be shown by a PARTY to have been developed independently by the party after disclosure hereunder.

4. Within the meaning of Article 3 "Affiliates" of a PARTY shall not be considered as third parties, provided that they are bound by the same confidentiality obligations as the PARTY hereunder. The term "Affiliate" shall mean:

- a) an organization, which directly or indirectly controls a PARTY;
- b) an organization, which is directly or indirectly controlled by a PARTY;
- c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a PARTY;

Control as per a), b), and c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

5. The disclosing PARTY will advise the other PARTY within three (3) months from the date of the disclosure of INFORMATION hereunder whether it is interested in negotiating a further arrangement. Should the PARTY not be interested in negotiating a further arrangement, all INFORMATION disclosed to it by the other PARTY under this Agreement shall be destroyed or returned to the other PARTY, if so requested, except that one copy may be kept for archive purposes.

6. It is agreed and understood that any INFORMATION in oral form disclosed by a PARTY hereunder will not be subject to the terms hereof unless disclosed in support of INFORMATION provided or unless reduced to writing by a PARTY and such writing being received by a PARTY within ninety (90) days after the disclosure by a PARTY.

Hamburg, for BioAgency AG _____

place, [date] _____