



Thesis Chemistry
Bringing Molecules to Life



BioChem Insights
Managing Knowledge for Strategic Business Ventures

CONFIDENTIALITY AGREEMENT

“THESIS CHEMISTRY” : THESIS CHEMISTRY, LLC
7533 Tyler Boulevard, Suite C
Mentor, Ohio 44060

“CLIENT Company” : _____
Address _____
City, State/Province _____,
ZIP/Postal Code, Country _____

“PROJECT” : Discussions regarding a potential license to use certain manufacturing
technology developed by THESIS CHEMISTRY

“Effective Date” : _____

CLIENT Company and THESIS CHEMISTRY are interested in discussing a possible business arrangement between them regarding the Project. In order to discuss the Project, it may be necessary for a party (a “Disclosing Party”) to disclose to the other party (a “Receiving Party”) certain proprietary and confidential information, including but not limited to technical, scientific, business and other information, data, materials and the like relating to drug applications, patent applications, products, processes, formulations, manufacturing technology, marketing strategies and the like, and to provide the Receiving Party with samples, all of which the Disclosing Party considers to be proprietary information. Any and all such information, data, materials and the like, including samples, is herein referred to collectively as “Information.” Such information shall also include experimental results derived from Information. The term “Information” does not include (i) information that, at the time of disclosure, is published or generally known to the public; (ii) information that, after disclosure by the Disclosing Party to the Receiving Party, is published or becomes generally known to the public except as a result of the breach of this Agreement; (iii) information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party (as evidenced by written records) and was not acquired, directly or indirectly, from the Disclosing Party; or (iv) information that is obtained from any third party lawfully in possession of the Information and not in violation of any contractual or legal obligation with respect to the Information.

References in this Agreement to a party's “Representatives” shall mean any of the directors, officers, employees, agents, and advisors of such party and its affiliates. References in this Agreement to disclosures by a party shall be deemed to include disclosures by or on behalf of the party or its Representatives. Each party shall be responsible for any breach of this Agreement by its Representatives.

Each party is willing to disclose Information to the other party provided that the Receiving Party agrees to receive such Information that has been or may be disclosed in written, oral, electronic, tangible or other form, regardless of means of transmission, by the Disclosing Party in accordance with the following terms:

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1. The Receiving Party shall not disclose the Information to others and shall protect and maintain the strict confidentiality of the Information. The Receiving Party shall use the Information only for the purpose of evaluating and discussing a possible business relationship between the parties. The Receiving Party shall not use the Information for any other purpose, including, but not limited to, the filing of patent applications, without the prior written consent of the Disclosing Party.

2. The Receiving Party shall limit disclosure of the Information within its organization only to those Representatives of the Receiving Party who are required to use such Information in connection with the Receiving Party's evaluation of a decision to enter into an agreement with the Disclosing Party with respect to the Project and who are advised by the Receiving Party of this Agreement and agree to be bound by and comply with all of the provisions of this Agreement.

3. The Receiving Party shall, within thirty (30) days after receiving a written request by the Disclosing Party, return to the Disclosing Party all documents, samples and other materials in any form provided by the Disclosing Party to the Receiving Party containing or reflecting any Information and shall not retain any copies, extracts, or other reproductions thereof, except that one archival copy of written material, to be kept confidential and segregated from the Receiving Party's regular files, may be retained by the Receiving Party's legal counsel solely for purposes of verifying compliance with this Agreement.

4. All of the Information disclosed by one party to the other party shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel, or otherwise, to vest in the Receiving Party any license or other ownership rights to the Information owned or controlled by the Disclosing Party.

5. Notwithstanding any provision herein to the contrary, in the event that the Receiving Party hereafter becomes obligated by mandatory applicable law, regulatory rule or judicial or administrative order to disclose Information to any third party, governmental authority or court, the Receiving Party shall immediately notify the Disclosing Party thereof each such requirement and identify the Information so required thereby, so that the Disclosing Party may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and/or waive Receiving Party's compliance with the provisions of this Agreement.

6. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Information.

7. The Information is provided on an "As-Is" basis, with no warranty of any nature whether oral or written, statutory, express or implied. Neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives resulting from use of the Information by the Receiving Party or its Representatives.

8. Nothing in this Agreement shall be construed to create, constitute, give effect to or otherwise imply a joint venture, partnership, agency or employment relationship of any kind between the parties.

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9. Subject to the restrictions on the use and disclosure of Information in this Agreement, neither the discussions between the parties with respect to the potential business relationship nor the disclosure of Information shall be construed as requiring any party to refrain from engaging in any business the same as or similar to the business in which the other party is now engaged or may be engaged, including competitive business.

10. No oral or written release of any statement, information, advertisement, press release or publicity matter having any reference to either party, express or implied, shall be used by the other party or on the other party's behalf, unless and until such matter shall have first been submitted to and received the approval in writing of the party whose name is being used.

11. All additions or modifications to this Agreement must be in writing and signed by both parties.

12. Both parties hereto agree that should this Agreement be breached, money damages would be inadequate to remedy such breach. As a result, the non-breaching party shall be entitled to seek, and a court of competent jurisdiction grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.

13. If any provision of this Agreement or the application thereof in any particular circumstance is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by law.

14. Any and all actions between the parties regarding interpretation or application of any term or provision contained herein shall be governed by and interpreted in accordance with the laws of the State of New Jersey, U.S.A., without regard to the principles of conflicts of laws applicable in such jurisdiction. Any dispute under this Agreement shall be decided in the courts having jurisdiction within the State of New Jersey.

15. This Agreement and any amendment hereto may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of the Agreement from separate computers or printers. Facsimile or PDF image signatures shall be treated as original signatures.

16. All obligations under this Agreement and this Agreement shall expire ten (10) years from the Effective Date of this Agreement.

THEISIS CHEMISTRY, LLC

CLIENT Company

By: _____
Name: _____ :
Title : _____

By: _____
Name: _____
Title : _____

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