

MUTUAL NON DISCLOSURE AGREEMENT

(this "**Agreement**") is entered into between:

XXX, corporate registration number, address XXX ("XX");

and

XXX, corporate registration number, address XXX ("YY")

XX and **YY** are collectively referred to as the "**Parties**".

1. BACKGROUND

- 1.1 XX and YY intend to pursue discussions with respect to a possible future business relation relating to clinical trials and related matters (hereinafter referred to as the "**Purpose**"). As a consequence, each Party (the "**Disclosing Party**") is willing, at its own discretion and solely to meet the Purpose, to provide the other Party (the "**Receiving Party**") with Confidential Information.

2. CONFIDENTIAL INFORMATION

- 2.1 For the purpose of this Agreement, "**Confidential Information**" shall mean all non-public information or data, irrespective of its form (oral, written or in any other form), identified as "**Confidential**" by the Disclosing Party either in writing or orally or which can be identified as confidential by the nature of such information or by the circumstances in which it is provided, and disclosed by the Disclosing Party, or by advisers/consultants/agents to the Disclosing party, including – but not limited to – business and business operations, strategies, finances, research, technology, methodologies, models, know-how, trade secrets, study protocols and all other study materials, customers, and suppliers.
- 2.2 However, Confidential Information does not include any information that, as shown by reference to written records:
- a) is or becomes publicly available without any breach of this Agreement
 - b) was known to the Receiving Party at the time when the Receiving Party received it from the Disclosing Party
 - c) was subsequently independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party, or
 - d) is received from a third party who did not acquire or disclose such information by an illegal or wrongful act
- 2.3 Nothing in this Agreement shall be construed as imposing an obligation on the Parties to disclose Confidential Information. Any and all Confidential Information actually received by the Receiving Party shall be treated as Confidential Information, regardless of the Receiving Party accepting the Confidential Information or not.

3. USE OF CONFIDENTIAL INFORMATION

- 3.1 The Receiving Party may use Confidential Information only for the agreed Purpose. Except as expressly provided for in this Agreement, the Confidential Information shall be held in confidence by the Receiving Party and shall not be disclosed in whole or in part to any third party without the Disclosing Party's prior written consent thereto.
- 3.2 If the Receiving Party needs to disclose Confidential Information in order to fulfill the Purpose, the Receiving Party shall, prior to such disclosure, make sure that such recipient of Confidential Information enters into a confidentiality agreement providing protection of Confidential Information to at least the same degree as under this Agreement. The Receiving Party may give access to the Disclosing Party's Confidential Information only to those of its employees, affiliates, board members, sub-contractors and consultants, who need to know the Confidential Information for the fulfillment of the Purpose.
- 3.3 The Receiving Party shall keep all documentation received from the Disclosing Party, regardless of its form, inaccessible to unauthorized parties, and shall take all reasonable measures to minimize the risk that Confidential Information is disclosed, disseminated or used in an unauthorized manner.
- 3.4 THE OBLIGATIONS OF NONDISCLOSURE DO NOT APPLY WHEN THE INFORMATION IS REQUIRED BY ANY LAW, REGULATION OR COURT ORDER TO BE DISCLOSED.

4. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

- 4.1 All Confidential Information will remain the exclusive property of the Disclosing Party. Any disclosure of Confidential Information will not constitute an express or implied grant to any right or license relating to the disclosed information. The Receiving Party acknowledges that the Disclosing Party retains the copyright and intellectual property rights in the Confidential Information. Further, the Receiving Party expressly agrees and accepts that no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness or reasonableness of any Confidential Information, and that neither the Disclosing Party nor any of its or their respective

officers or employees shall have any liability to the Receiving Party as a result of the Receiving Party's possession or use of the Confidential Information.

- 4.2 Upon expiration or termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall – at its own expense – return or destroy any and all copies of Confidential Information and portions thereof remaining in the Receiving Party's possession, regardless of its form. The Receiving Party may not retain any copies or data of the Confidential Information except for one copy which may be retained for archival purposes. At the request of the Disclosing Party, the Receiving Party shall confirm in writing that it has complied with its obligations under this section.

5. SCOPE AND TERM

- 5.1 This Agreement covers Confidential Information disclosed by the Disclosing Party both prior to and subsequent to the date it is signed by the last of the Parties. This Agreement shall continue in force for a term of ten (10) years from the date it is signed by the last of the Parties.

6. MISCELLANEOUS

- 6.1 Amendments and/or additions to this Agreement are valid only if made in writing and signed by both Parties.
- 6.2 The Parties are not entitled to assign their rights and/or obligations hereunder without the express written consent of the other party.

7. GOVERNING LAW AND DISPUTE SETTLEMENT

- 7.1 This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden, without any reference to its conflict of law principles.

7.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by Swedish courts.

Agreed to and Accepted by:

XX

YY

Signature by authorized repr.
XX

Signature by authorized repr.
XX

Place: _____

Place: _____

Date: _____

Date: _____