

NON-DISCLOSURE and NON-EXPLOITATION AGREEMENT

In the context of the collaboration within the network of the Industrielle Biotechnologie Bayern Netzwerk GmbH (IBB Netzwerk GmbH), exchange of confidential information between the parties of this agreement is expected. For protection of each participating partner, any confidential information shall not be disclosed to any other party and shall not be used in any way. Following agreement shall govern the conditions of non-disclosure and confidentiality:

1. Confidential information

- 1.1 Under this agreement, all information that becomes known to the parties interacting in the network, subject to Section 1.2 of this agreement, count as "confidential information" provided that
 - 1.1.1 it is marked clearly as confidential information, described as such, or made recognizable as such in any way, or
 - 1.1.2 it is to be considered confidential due to its content, or
 - 1.1.3 it was derived from other confidential information provided by the partners.Confidential information is also the minutes of network meetings and advisory board meetings.
- 1.2 The term "confidential information" as defined in Section 1.1 of this agreement does not include
 - 1.2.1 information and documents already known to the partner upon completion of the confidentiality agreement, or became known from a third party during the period of validity of this agreement without breaching a confidentiality agreement, legal regulations or administrative orders;
 - 1.2.2 information that has been publicly known or was made public, unless this was accomplished by violation of this agreement.

2. Treatment of confidential information

- 2.1 The parties commit themselves to keep all confidential information that becomes known to them undisclosed and to take all reasonable measures to prevent the knowledge acquisition and exploitation by third parties. Employees of the partners are obliged to secrecy, if not already obliged by their contract, as far as they are in contact with the information.
- 2.2 In the context of cooperation, the parties particularly commit to
 - 2.2.1 not to exploit the information received without the explicit written consent of the disclosing partner,
 - 2.2.2 not to file any patent including the information received. Exploitation rights of, and licenses for received information, the related know-how, or, if applicable, pending or granted intellectual property rights are not implicitly granted under this agreement.
- 2.3 Legal obligations or lawful governmental order to disclose confidential information shall remain unaffected. As far as no other protective measures were taken, only such confidential information may be disclosed by the partners, which needs to be disclosed due to legal obligation or command.
- 2.4 The parties will return all received documents and all copies thereof immediately after termination of cooperation, provided that, at this time, the information is still secret. Instead of returning the documents, the destruction of the documents followed by immediate written notice of the destruction may be agreed upon. This obligation does not apply for routinely made backup copies of the electronic data traffic, nor for confidential information and copies thereof, which the receiving partner has to reposit according to existing law.
- 2.5 The partners are entitled to pass on confidential information to subsequent authorized persons (hereafter collectively referred to as "authorized persons"):
 - 2.5.1 organizations affiliated to the respective partners according to § 15 German Stock Corporation Law ("Affiliated Companies"),
 - 2.5.2 boards and employees of the partners or of affiliated companies and
 - 2.5.3 consultants committed to secrecy by business or contract (e.g. executive consultants, lawyers, accountants, etc.)

The partners will inform all authorized persons receiving confidential information about the content and scope of rights and obligations under this agreement. The partners will ensure that all authorized persons comply with the provisions of this agreement.

3. Breach of contract, compensation for damages

- 3.1 If a party breaches one of an incumbent obligation of this agreement, it is obliged to pay compensation to the other party.
- 3.2 An obligation to pay compensation in accordance with Section 3.1 shall only apply if occurrence and amount of damage to the other party can be proven.
- 3.3 Liabilities for the correctness, accuracy, freedom from third parties' rights, completeness and / or applicability of the confidential information are excluded to the extent permitted by law.

4. Duration

- 4.1 This agreement shall enter into force upon signature and is of indefinite duration.
- 4.2 The agreement may be terminated by either party without cancellation period. The agreement will keep its validity between the remaining partners.
- 4.3 The obligations of this agreement continue after the termination of this contract for a period of five years.

5. Final clause

- 5.1 Unless otherwise specified in this agreement, each party shall bear itself all costs arisen by this agreement.
- 5.2 Changes and additions to this contract must be in written form, unless a more strict form is required by law. This also applies to an amendment or annulment of this written form clause.
- 5.3 The place of jurisdiction for any dispute under this or in connection with this contract is Munich, to the extent permitted by law. This contract is subject to German law besides the conflicts of law provisions.
- 5.4 If any provision of this agreement is or becomes invalid or this agreement contains an omission, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision closest to that one intended by the partners is regarded as agreed; the same applies to an omission.

Munich, _____, _____

Industrielle Biotechnologie Bayern
Netzwerk GmbH