

CONFIDENTIALITY AGREEMENT

DATED:

PARTIES:

- (1) "Discloser":
- (2) "Recipient": Eurobiobiz - Biopôle Clermont Limagne 63360 Saint Beauzire

BACKGROUND

WHEREAS, THE PARTIES desire to exchange confidential information (such information is hereinafter referred to as "CONFIDENTIAL INFORMATION" and specified in the First Clause) ; and,

WHEREAS, THE PARTIES will disclose the CONFIDENTIAL INFORMATION on the condition that the PARTIES agree to the following secrecy provisions;

NOW, THEREFORE, in consideration of THE PARTIES' disclosure of the CONFIDENTIAL INFORMATION to each other, THE PARTIES agree to the following:

- (1) For five years following the date of this Agreement the parties shall not commercially use or divulge, in whole or in part, the CONFIDENTIAL INFORMATION without the express written permission of the disclosing party.
- (2) For five years following the date of this Agreement THE PARTIES shall take all reasonable precautions to prevent the CONFIDENTIAL INFORMATION from being learned or acquired from them by any third party;
- (3) No rights or licenses under any materials, physical embodiments or CONFIDENTIAL INFORMATION disclosed and/or supplied under this Agreement are granted by this Agreement by implication or otherwise;
- (4) This Agreement shall not be assignable by either party herein.
- (5) The foregoing obligations of THE PARTIES shall apply to any information disclosed by THE PARTIES to THE PARTIES in written form and clearly marked "CONFIDENTIAL", or, if communicated orally, confirmed in writing within fifteen (15) days after oral communication and clearly marked "CONFIDENTIAL"; except that the foregoing obligations of THE PARTIES shall not be applicable with respect to any CONFIDENTIAL INFORMATION disclosed by THE PARTIES which:

- (1) Is or shall have become available to the public through no fault of THE PARTIES;
- (2) Shall have been known to THE PARTIES, as evidenced by THE PARTIES' written records, before the date of this Agreement;
- (3) Shall become available to THE PARTIES through a third party having no obligation to THE PARTIES to maintain confidentiality of the CONFIDENTIAL INFORMATION;
- (4) Is independently developed by THE PARTIES without the benefit of the CONFIDENTIAL INFORMATION disclosed by THE PARTIES pursuant to this Agreement.

This Agreement shall be construed in accordance with the laws of France.

IN WITNESS WHEREOF, THE PARTIES have caused this Confidentiality Agreement to be duly executed as of this date written above.

For and on behalf: ,..... ..
Signed:
Name:.....
Position:

For and on behalf EUROBIOBIZ
Signed:
Name:.....
Position: