

## MUTUAL CONFIDENTIALITY AGREEMENT

### Effective Date:

This Mutual Confidentiality Agreement (“**Agreement**”) is made as of the Effective Date by and between Company „X“,

and

**SynHet UAB**, Jėgaines g 10A, LT-52490, Kaunas, Lithuania; Phone +37067993894, Comany code: 304506069, VAT code: LT100010904411

(each a “**Party**”)

The purpose of the intended disclosures is the evaluation of a future cooperation regarding synthesis of “Synthetic Molecule Name”.

(the “**Purpose**”).

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### 1. **Definitions:**

“**Affiliate**” of a Party hereto means any other legal entity that directly or indirectly controls, is controlled by, or is under common control with such Party, for as long as such control exists. “Control”, “controlled by” and “under common control” refers (i) to the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or the capital stock of, or other comparable equity or ownership interest in the respective legal entity, or (ii) in the absence of such ownership interest, to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the respective legal entity, by contract or otherwise.

“**Confidential Information**” means all information, including, but not limited to know how, samples and data, regardless of its nature, in both tangible and intangible form (e.g., orally or visually disclosed), disclosed by the Disclosing Party (and/or any of the Disclosing Party’s Affiliates) to the Recipient (and/or any of the Recipient’s Affiliates) for the Purpose during the term of this Agreement, as well as all studies, analyses, results and/or copies derived therefrom; but excluding Excluded Information.

“**Disclosing Party**” means a Party disclosing its Confidential Information to another Party; provided that the disclosure of Confidential Information by an Affiliate of a Party shall constitute the disclosure by such Party.

“**Excluded Information**” means information or parts thereof including but not limited to know how, and data, regardless of its nature, in both tangible and intangible form, which the Recipient can establish by written or other competent evidence to:

- (i) have been in or become part of the public domain through no breach of this Agreement; or
- (ii) have been made available to the Recipient without known wrongful act by an independent third party (which is neither a Party to this Agreement nor an Affiliate of the Disclosing Party); or
- (iii) have been already lawfully in the Recipient’s possession at the time of receipt of the Confidential Information from the Disclosing Party; or
- (iv) have been independently developed by the Recipient or its Affiliates without use of Disclosing Party’s Confidential Information.

Information consisting of several parts shall only be considered Excluded Information if the information as a whole falls under at least one of the aforementioned exclusion provisions.

“**Recipient**” means a Party hereto receiving Confidential Information, provided that the receipt of Confidential Information by an Affiliate of a Party shall constitute the receipt by such Party.

**2. Confidentiality and Standard of Care:** The Recipient agrees to treat all Confidential Information at all times as confidential, to use it exclusively for the Purpose, to protect it from unauthorized access

and dissemination, and not to disclose it to any third party other than to its and its Affiliates' officers, employees, representatives and advisors who are reasonably required to receive the Confidential Information for the Purpose (hereinafter collectively "**Agents**"), where such Agents have been made aware of the confidential nature and are bound by a written obligation of confidentiality no less stringent than that set forth herein. The Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own Confidential Information of a like nature.

**3. Term and Continuing Obligations:** This Agreement shall commence as of the Effective Date, irrespective of the date(s) on which this Agreement is actually signed, and continue for a period of **five (5) ten years** thereafter, unless earlier terminated by either Party providing thirty (30) days prior written notice to the other Party. The Recipient's non-disclosure and non-use obligations with respect to the Disclosing Party's Confidential Information shall survive termination or expiration of this Agreement until the **fifth (5th) anniversary** of such termination or expiration.

**4. Mandatory Disclosure:** In case the Recipient is required by applicable law, regulation, rule or act or by order of any governmental authority or court of competent jurisdiction to disclose Confidential Information, the Recipient shall give sufficient advance written notice so that the Disclosing Party may either seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement for such disclosure. In the event that the Disclosing Party is either unable to obtain such remedy or waives compliance with the provisions of this Agreement, the Recipient will thereafter disclose only the minimum Confidential Information required in order to comply.

**5. Warranty:** The Disclosing Party warrants that it has the right to make the disclosures under this Agreement, and makes no warranty as to the accuracy or completeness of any Confidential Information provided by it hereunder. No other warranties are made by either party under this Agreement. Any information exchanged under this Agreement is provided "as is".

**6. Restrictions:** The Recipient shall not analyze, disassemble or reverse engineer any samples furnished as Confidential Information of the Disclosing Party to determine any characteristic and/or the chemical composition or structure thereof, unless specifically agreed to by the Disclosing Party in writing. The Recipient agrees to report promptly the results of any assessment of the Disclosing Party's samples to the Disclosing Party in writing. The Recipient shall not make any publications, including filing any patent applications, which include any such results or any Confidential Information of the Disclosing Party, unless otherwise agreed to by the Disclosing Party in writing. Recipient agrees to abide by any restrictions or conditions imposed by applicable governments regarding the export or re-export of technical information disclosed hereunder or the direct product thereof now or hereafter.

**7. No License:** No license or other right is created or granted hereby, except the specific right to receive and use the Confidential Information for the Purpose set forth above, nor shall any license or any other right with respect to the subject matter hereof be created or granted except by separate written agreement signed by both Parties. This Agreement imposes no obligation on either Party to disclose any specific Confidential Information and no obligation to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

**8. Return of Confidential Information:** Each Recipient agrees to promptly return or destroy all Confidential Information and any copies thereof to the Disclosing Party upon written request, provided, however, that a Recipient may retain one copy of the Confidential Information in strict confidence for the sole purpose of evidencing compliance with this Agreement. Copies of Confidential Information made as a matter of routine IT backup shall be destroyed in compliance with the Recipient's general backup policies only.

**9. No Limitation:** Each Party, as Disclosing Party, understands that the other Party, as Recipient, may currently or in the future be developing information internally, or receiving information from third parties that may be similar to such Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that such Recipient will not develop products or services, or have products or services developed which, without violation of this Agreement, compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

**10. Liability for Affiliates and Agents:** The Recipient shall take action to enforce the obligations and restrictions herein on such Affiliates and Agents which receive Confidential Information for the Purpose; the Recipient shall be liable to the Disclosing Party for any non-compliance of those Affiliates and Agents with such obligations and restrictions to the same extent as Recipient is liable for any such non-compliance on its own part.

**11. No Assignment:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assignees. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which may be withheld in such Party's sole discretion, and any purported assignment without such consent shall be void; provided that each Party may without such consent assign this Agreement in connection with the sale or transfer of all or substantially all of its business or in connection with a merger or other consolidation with another entity or in the course of group internal reorganization with assignments to Affiliates of such Party.

**12. Injunctive Relief:** Notwithstanding any other rights of either Party as a Disclosing Party and given the sensitivity of the Confidential Information, either Party as the Recipient agrees that damages in monetary form may not be an adequate remedy for breach of this Agreement, whether actual or threatened, and the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief.

**13. Miscellaneous:** (a) This Agreement does not create any agency or partnership relationship between the Parties; (b) This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding with respect to the Confidential Information exchanged between the Parties for the Purpose, and may only be amended by a written instrument signed by all Parties; (c) This Agreement is made under, and shall be construed according to, the laws of the Federal Republic of Germany, excluding its conflict of law provisions; it is agreed that the courts of Darmstadt, Germany shall have exclusive jurisdiction in respect to the subject matter of this Agreement; (d) The validity and/or enforceability of any clause of this Agreement, or part thereof, shall not affect the validity and/or enforceability of any other clause, or part thereof; (e) A Party's failure to require the other Party to comply with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement; (f) This Agreement is made and agreed upon originally in the English language; any version of this Agreement in any other language (if any) shall be deemed to be a non-binding translation of the English original only; in the event of a conflict between the English language version and any such translation, the English language version shall exclusively govern the interpretation of this Agreement; and (g) The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile or electronic (pdf) transmission, and facsimile or electronic (pdf) copies of executed documents shall be binding as originals.

**Company**

**SynHet UAB**

i.V.

i.V.

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Director  
Head of Global Contract  
Manufacturing Chemicals -PM  
Date: \_\_\_\_\_

Liudas Slepikas  
Product manager  
Date: \_\_\_\_\_