# Confidentiality Agreement

In consideration of the disclosure of confidential information, the parties identified above agree as follows:

1. The parties' addresses and contact persons are:

 **For Principals Company (hereinafter "Principal"):**

 Mr. xxx, Head of xxx
Principals Company
Address Line 1
Address Line 2
12345 City
Country

 **For Interlabor Belp AG (hereinafter "Interlabor"):**

 Heinz Laska, Qualified Person
Interlabor Belp AG
Aemmenmattstrasse 16
3123 Belp
Switzerland

2. The parties disclosing confidential information are: Both Principal and Interlabor.

 In the remainder of this Agreement, the term "Disclosing Party" shall mean the party or parties identified in this Article 2, and the term "Receiving Party" shall mean the party receiving the confidential information.

3. "Confidential Information" shall mean all knowledge and information which the Receiving Party may acquire from the employees, consultants, agents or representatives of the Disclosing Party or of its affiliated companies, respecting its proprietary products and processes, ingredients, recipes, know-how, business plan or plans, inventions, designs, methods, systems improvements, trade secrets, and all other information which may come to the knowledge of the Receiving Party by whatever means with regard to the business of the Disclosing Party.

4. Confidential Information is disclosed for the following purpose: Disclosing Party will disclose product specifications and related information to the Receiving Party in order to enable Interlabor to perform analytical services of Principals products and product developments. Confidential information may be used for registration purposes at official national medical authorities and corresponding authority audits. The Receiving Party shall not use the Confidential Information, directly or indirectly, for any other purpose.

5. The Receiving Party agrees that it will hold in confidence all Confidential Information. The Receiving Party further agrees that it will not advertise, publish or in any way publicly indicate the fact that it is working with the Disclosing Party for the purposes set out in this Agreement, unless it has received the Disclosing Party's prior written authorization.

6. Confidential Information shall be disclosed by the Receiving Party only to those of its employees, and employees of affiliated companies, if any, who need to know such Confidential Information for the purposes of this Agreement, who have been informed of the confidential nature of such information, and who are obligated to keep such information in confidence. The Receiving Party shall be responsible for any violation of this Agreement by such employees.

7. The obligations set forth in this Agreement shall not apply to any portion of the Confidential Information which the Receiving Party can prove: (a) was already known to the Receiving Party prior to any disclosure by the Disclosing Party; (b) was publicly available prior to any disclosure by the Disclosing Party, or subsequently becomes public information through no breach of this Agreement; (c) was received by the Receiving Party from a third party lawfully in possession of the same and not in breach of any agreement or any confidential relationship with the Disclosing Party; or (d) was independently developed by the Receiving Party, its parent or affiliated companies without reliance upon the Confidential Information of the Disclosing Party.

8. Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall, upon request of the Disclosing Party, return to the Disclosing Party all Confidential Information supplied by the Disclosing Party, including all copies thereof, and make no further use of it. Return of Confidential Information does not apply to Confidential Information which the Receiving Party is obliged to archive according to Swiss OR ("Obligationenrecht"), ISO 17025 and GMP regulations.

9. This Agreement comes into effect on the Effective Date specified above and shall remain in effect for so long as the Disclosing Party has not released the Confidential Information in its entirety into the public domain.

10. This Agreement may not be assigned without the written consent of the other party, except to affiliates of either party.

11. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

12. This Agreement shall in all respects be governed by and interpreted according to the laws of Switzerland. Any dispute under this Agreement which cannot be resolved amicably shall be decided exclusively by the civil court of Bern, Kanton Berne, Switzerland.

INTERLABOR BELP AG

Heinz Laska Date Dr. Klaus Mandelatz Date

QP Member of the Management Board

PRINCIPAL

Name Date Name Date

Function Function