

2809 Gemini Court
Champaign, IL 61822

Tel: (217) 359-1626
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info@obires.com



OBITER
RESEARCH, LLC

Fine Kilo-Scale Chemicals | Unique Products | Contract Synthesis | Custom Manufacturing

MUTUAL CONFIDENTIALITY AGREEMENT

This confidentiality and non-use agreement, effective as of the date signed by the last party to sign below, by and between Obiter Research, LLC ("Obiter"), located at 2809 Gemini Court, Champaign, IL 61822-9647, USA, a limited liability company organized under the State of Illinois, and _____

_____, ("Company"), located at _____, shall govern the conditions of disclosure by one party to another for the purpose of maintaining the confidential business and technical information of the parties which each prior to and from time to time hereafter receives from the other during the course of discussions exploring possible business opportunities.

- 1. Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean any and all technical and non-technical information relating to the current, future or proposed products and services of each of the parties, including without limitation, written specifications, sketches, drawings, schematics, any trade secrets, knowledge or proprietary information of a party regarding, without limitation, its formulae, formulations, design details and specifications, engineering, sources of supply, processes, manufacturing methods, merchandising methods, inventions, know-how, products, equipment, programs, technology, pricing, customer lists, marketing and business plans, information relating to customers and their requirements or other information regarding their financial or business affairs. Obiter and Company agree that each wishes to engage in discussion in contemplation of a business relationship or in furtherance of a business relationship. In the course of such dealings, one party may disclose to the other party Confidential Information about its business, its customers and developers, its products, its methods of design, production and/or distribution and the like. Each party acknowledges that such Confidential Information is highly confidential and that the unauthorized use or disclosure of the other party's Confidential Information is contrary to its best interests.
- 2. Non-Disclosure.** Each party covenants and agrees that it shall: (a) not disclose the other party's Confidential Information to any other person or entity (except to the extent necessary for negotiations, discussions and consultations with its own personnel or authorized representatives having a need to know). If disclosure to a third party is necessary, the party disclosing to the third party shall get the prior written consent of the other party and the third party shall be bound by terms at least as strict as those established in this Agreement; (b) not use the other party's Confidential Information in any way except as, and only to the extent, necessary for the purpose of performing the evaluations contemplated in furtherance of the business relationship under the present Agreement; (c) not advise others that such Confidential Information is known to or used by it or others associated with it. The obligation of confidentiality imposed hereby on each party exists regardless of whether the other party's Confidential Information is obtained in writing, orally or by observation and whether items are individually or specifically designated as confidential or not. Each party shall have the right to disclose the other party's confidential information to its affiliates, but only to the extent such affiliates agree to be bound by all terms and conditions hereto.

"Confidential Information" does not include information which (i) is generally available to the public other than as a result of unauthorized disclosure by the receiving party; (ii) was already in possession of the receiving party free of any obligation of confidence as evidenced by written records, or is obtained by the receiving party from a third party having the legal right to use and disclose such information; (iii) is approved in writing by the other party for the receiving party to publish, use or disseminate; (iv) is independently developed by or on behalf of the receiving party, without reliance on the information received hereunder as evidenced by written records, or (v) is required to be disclosed in response to a valid court order or governmental body, or otherwise required by law, (but only to the extent required to be disclosed thereunder) or is necessary to establish the rights of either party under this Agreement provided that the receiving party gives the disclosing party reasonable notice of such required disclosure.

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3. **Term.** This Agreement shall terminate one (1) year after the effective date hereof. Notwithstanding the foregoing, the receiving party's obligations of confidentiality and non-use shall terminate six (6) years following the date on which the Agreement is fully executed, and shall thereby survive termination. All materials furnished to one party by the other shall remain the property of the disclosing party and shall be returned to it promptly upon its request, together with any copies thereof. However, either party may retain one copy of all material for archival purposes only. Further, upon a party's request, notes, memoranda and reports which incorporate the other party's Confidential Information, shall without exception be destroyed.
4. **Severance.** The provisions of this Agreement shall be severable and the parties hereto agree that in the event that any provision hereof shall be found by any court to be unenforceable, this finding shall not affect the enforceability of the remaining provisions of this Agreement. The parties further agree to substitute for the invalid provision or invalid portion thereof a valid provision which most closely approximates the intent and economic effect of the invalid provision or invalid portion thereof.
5. **Not a License.** Nothing in this Agreement shall imply, create or grant any license by either party to the other with respect to any of its patents, designs, processes, or Confidential Information. Further, nothing contained in this agreement shall create any obligation to enter into a further contractual relationship.
6. **Not a Warranty.** All the information provided by either party is provided "AS IS," and without warranty, expressed, implied, or otherwise, regarding its accuracy or performance.
7. **Injunctive Relief.** Each party acknowledges that the other party's Confidential Information constitutes valuable trade secrets of that party and that release of Confidential Information in violation of this Agreement may cause irreparable harm for which the disclosing party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any such violation or threatened violation, the disclosing party is entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or in equity.
8. **Governing Law.** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware, without regard to or giving effect to its principles of conflict of laws.
9. **Successors & Assigns.** This Agreement may be assigned or transferred by either party without the prior consent of the other party. In the event of a transfer, sale, merger, or consolidation in which a Party hereto is not the surviving Party, this Agreement shall be assigned without modification to said Party's successor, and the Agreement shall continue unaltered for its remaining term unless otherwise agreed upon between the Parties at the time of any such occurrence. This Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties hereto, their legal representatives, and their respective successors and assigns.
10. **Entire Agreement and Modification.** This Agreement supersedes all proposals and previous agreements, whether oral or written and all communications between the parties with respect to the subject matter of this Agreement. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
11. **Authorization.** The person(s) signing this Agreement shall have all legal authority and power in their representative capacities to bind their party under this Agreement, and this Agreement shall not become effective until fully executed by all parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date of this Agreement.

Obiter Research, LLC.

By: _____

By: _____

William A. Boulanger, Ph.D.
President and Owner

Title: _____

Date: _____

Date: _____