

Confidentiality Clause Addendum

For Joint Studies

This Addendum is made part of the Joint Study Agreement (â€œAgreementâ€) between:

Party A:

Party B:

(collectively, the â€œPartiesâ€).

Purpose

The purpose of this Addendum is to set forth the obligations of confidentiality with respect to the exchange of information between the Parties in connection with the Joint Study.

1. Definition of Confidential Information

For the purposes of this Addendum, â€œConfidential Informationâ€ means all information disclosed, directly or indirectly, by either Party to the other Party, in any form, that is identified as confidential at the time of disclosure or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Confidentiality

- Each Party agrees to use Confidential Information solely for the purpose of the Joint Study.
- Each Party shall limit disclosure of Confidential Information to its employees and representatives who require such information for the purpose of the Joint Study and who are bound by obligations of confidentiality.
- Neither Party shall disclose Confidential Information to any third party without the prior written consent of the other Party.

3. Exclusions

The obligations of confidentiality shall not apply to any information that:

- Is or becomes publicly available through no fault of the receiving Party;
- Was lawfully obtained from a third party without restriction;
- Was already in the receiving Partyâ€™s possession prior to disclosure; or
- Is independently developed without reference to the Confidential Information.

4. Return or Destruction

Upon termination of the Agreement or upon the disclosing Partyâ€™s request, the receiving Party shall promptly return or destroy all Confidential Information received.

5. Survival

The confidentiality obligations under this Addendum shall survive termination of the Agreement for a period of .

6. Miscellaneous

This Addendum is effective as of the date last signed below and is incorporated into and made part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality Clause Addendum as of the dates written below.

Authorized Signature (Party A)
Date:

Authorized Signature (Party B)
Date: