



## Confidentiality and Non-Disclosure Agreement

between Innofuse and Members (as defined in the General Provisions) including, for avoidance of doubt, Admitted Person(s):

### 1. Definitions

- a. **“Innofuse Ecosystem”**: a web-based networking and knowledge sharing platform with matchmaking algorithms for content, personas and events and a physical office space with the purpose to meet exchange and collaborate.
- b. **“Confidential Information”**: any and all information, data, document, material, substance and device disclosed by Discloser to Recipient regarding the Purpose.
- c. **“Purpose”**: Interaction in the Innofuse Ecosystem between the Parties.
- d. **“Discloser”**: the Party disclosing Confidential Information.
- e. **“Recipient”**: the Party receiving Confidential Information.

### 2. Confidentiality

- f. Recipient agrees to regard and preserve as confidential and secret Discloser’s Confidential Information and agrees not to, without the prior express written consent of Discloser, disclose any part of the Discloser’s Confidential Information to any third party.
- g. Recipient agrees that Discloser’s Confidential Information will be solely used for the Purpose.
- h. Recipient will share Discloser’s Confidential Information with those of its employees, officers or agents who need to know to fulfill the Purpose. Recipient is responsible for compliance with the obligations under this Agreement by such employees, officers or agents when sharing Discloser’s Confidential Information with them.
- i. Recipient may disclose Confidential Information if it is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the Discloser in order to give the Discloser the opportunity to intervene, and provided further that Recipient will take all reasonable steps to obtain assurance that the Confidential Information will be treated confidential by the governmental or regulatory authority or court.
- j. The duty of confidentiality under this Agreement shall remain in full effect for the duration of this Agreement and three (3) years thereafter unless and to the extent that Confidential Information (a) is or becomes publicly available, (b) can be shown by written records, that it was in the possession of the Recipient prior to disclosure, (c) is rightfully obtained by the Recipient from another source without a duty of confidentiality owed to the Discloser, or (d) can be shown by written records to have been independently developed by the Recipient without reference to Discloser’s Confidential Information received hereunder.
- k. Upon request of the Discloser Receiver shall return to Discloser or destroy – as Discloser requests – any and all of the Discloser’s Confidential Information, in whatever form, including copies and information and documents established by the Recipient which are based on or contain Discloser’s Confidential Information.
- l. Discloser does not make any express or implied representations or warranties that the Confidential Information is of good quality, accurate, fit for purpose, complete, does not infringe any third party rights.



## 3. Intellectual Property Rights

- m. The disclosure of Confidential Information does not constitute any transfer of intellectual property rights. No implicit or explicit license is granted under this Agreement.
- n. Recipient shall neither use the Discloser's Confidential Information for purpose of seeking protection or enforcement of intellectual property rights, nor to claim any rights or benefits on Discloser's Confidential Information nor to commercialize Discloser's Confidential Information in any other way.

## 4. Data Protection

- o. No personal data shall be disclosed by either Parties under this Agreement.
- p. In case either Party gains knowledge of any personal data of the other Party or its customers, patients or other regardless of the foregoing, such Party shall adhere to all relevant data protection laws and enter into any and all appropriate data protection agreements.

## 5. No Assignment

- q. No Party hereto shall assign this Agreement, in full or in part, or any rights or obligations hereunder, including but not limited to pursuant to a transfer of assets or divestiture, without the prior written consent of the other Party, provided, however, that Innofuse may assign this Agreement or any rights or obligations hereunder to any of its Affiliates.