

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL-DISCLOSURE AGREEMENT (This “Agreement”), effective as of **DD MMM, YYYY**, is made for and between **INSERT COMPANY NAME** (“Party A”) with offices at **insert address** and **CLINICAL SERVICE CENTER CO. LTD. 北京科林利康医学研究有限公司** (“Party B”) with offices at Building C01, Main building of Dream 2049 Industrial Park, Courtyard 4, Sanjianfang, Nanli, Chaoyang District, Beijing, 100024, P.R.C.

From herein, both Party A and Party B will be collectively referred to as the “Parties.”

- 1. Purpose.** Both Parties wish to explore and/or undertake certain projects of mutual interest and, in connection with any such business opportunities, certain confidential technical, clinical and/or business information released shall be treated as Confidential Information.
- 2. “Confidential Information”** means any information disclosed by either Party, directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation to documents, prototypes, samples and equipment.
- 3. Non-use and Non-disclosure.** Both Parties further agree not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning potential collaboration opportunities between A and B. Both Parties agree not to disclose any Confidential Information to third parties or to employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.
- 4. Maintenance of Confidentiality.** Both Parties further agree that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, information recipient (“Recipient”), either Party A or B, shall take at least those measures to protect its own most highly confidential information. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the other Party.
- 5. No Obligation.** Nothing herein shall obligate Party A or B to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussion contemplated by this Agreement concerning the business opportunity upon thirty

(30) days advance written notice.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be remained the property of the other Party and shall be promptly returned upon request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.
9. **Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.
10. **Remedies.** Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the other Party, entitling the other Party to obtain injunctive relief in addition to all legal remedies.
11. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement shall be governed by the laws of China without reference to conflict of law principles. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by writing signed by both Parties hereto.

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Party “A”

INSERT COMPANY NAME

Party “B”

**CLINICAL SERVICE CENTER CO.,
LTD. 北京科林利康医学研究有限公
司**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____