

CONFIDENTIALITY AGREEMENT

(Company Name) having a place of business at _____

— and —

Dalton Chemical Laboratories Inc., operating as “Dalton Pharma Services”, having a place of business at 349 Wildcat Road, Toronto, Ontario, M3J 2S3, Canada

WHEREAS:

- A. The parties wish to enter into an agreement, discussions and/or negotiations with respect to research & development, supply, manufacture, and/or distribution of certain, pharmaceutical products or components thereof; and
- B. For the purpose of such activities, either party (hereinafter the Disclosing Party) may wish to disclose to the other party (hereinafter the Receiving Party) information or data that may be proprietary or confidential to the Disclosing Party (hereafter Confidential Information).

NOW THEREFORE in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

- 1. Confidential Information shall include, without limitation, the subject of this agreement, business plans, any aspects of sourcing raw materials, information with respect to suppliers, intermediates, manufacturing or production, technical specifications, know-how, data, formulae and patent applications, proposals and prices, each of which may be described in writing, by verbal communications or otherwise, by the Disclosing Party or any of its Affiliates. For the purpose of this agreement, “Affiliates” means any entity that controls, is controlled by or is under common control with a party hereto.
- 2. This agreement will be effective for a period of one (1) year following the Effective Date (defined below) unless earlier terminated by a party upon thirty (30) days’ prior written notice to the other party. The obligations of non-disclosure and non-use in this agreement will survive any such expiration or termination and continue in full force and effect for a period of five (5) years from the date of expiration or termination.
- 3. The Receiving Party shall not use for any purpose or benefit whatsoever, except as necessary for the purposes expressly provided above, or disclose to any person at any time any Confidential Information provided by the Disclosing Party or any of its Affiliates. The Receiving party also agrees to treat the Disclosing Party’s Confidential Information with the same degree of care Receiving Party uses to protect its own confidential information, but in no event with less than a reasonable degree of care.
- 4. At Disclosing Party’s option, the Receiving Party shall deliver up to the Disclosing Party or destroy forthwith upon their request all information, documents and papers (whether in physical or electronic form) embodying Confidential Information disclosed by the Disclosing

Party or any of its Affiliates. One copy may be retained by the Receiving Party for archival purposes.

5. It is understood that this agreement will not place a restriction on the disclosure by the Receiving Party of any Confidential Information to a governmental agency or authority pursuant to a valid order by such a governmental agency or authority, provided that the Receiving Party takes all necessary steps to ensure confidential treatment of such Confidential Information to the extent permitted by law. If legally permissible, Receiving Party will promptly provide the Disclosing Party written notice of such required disclosure and will cooperate reasonably with the Disclosing Party in any efforts to seek a protective order.
6. The Receiving Party shall restrict access to the Confidential Information to the minimum number of its employees necessary for a proper evaluation thereof and each employee to whom such access is permitted shall abide by the terms of this agreement. The Receiving Party acknowledges and agrees that it is responsible for a breach of this agreement by any of its directors, officers, managers, contractors, consultants and employees.
7. This agreement does not apply to:
 - a) information which at the time of disclosure is in the public domain;
 - b) information which after disclosure becomes part of the public domain by publication or otherwise, without breach of this agreement by the Receiving Party;
 - c) information which the Receiving Party can establish by competent proof was in possession of the Receiving Party at the time of disclosure by the Disclosing Party and was not acquired, directly or indirectly, from the Disclosing Party or any of its Affiliates; and
 - d) information which the Receiving Party received from a third party; provided that such information was not obtained by said third party directly or indirectly, from the Disclosing Party or any of its Affiliates.
 - e) information which the Receiving Party develops independently, provided that such development is not based on information disclosed by the Disclosing Party or any of its Affiliates, as evidenced by contemporaneous written records.
8. If any term or provision of this agreement is, to any extent found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect.
9. The parties do not intend that any agency or partnership relationship be created between them by this agreement.
10. The Disclosing Party warrants that it has the right to make the disclosure under this agreement and that all such disclosures are the sole discretion of the Disclosing Party.

11. Neither party acquires any intellectual property rights under this agreement; neither party has an obligation under this agreement to purchase any service or item from the other party or to deal exclusively with the other party in any field.
12. A facsimile copy of this agreement bearing the signature (original or facsimile version) of both parties shall be binding on the parties.
13. This agreement shall be construed in accordance with and governed by the laws by the Province of Ontario.

This agreement entered into on this ____ day of _____, 2018 (the "Effective Date").

Agreed to for and on behalf of Dalton Chemical Laboratories Inc.

Name:	PETER PEKOS
Title:	PRESIDENT & CEO
Date:	

Agreed to for and on behalf of Company Name

Name:	
Title:	
Date:	