

MUTUAL CONFIDENTIALITY AGREEMENT FORM

This agreement is dated **30 July 2023**.

PROTAC For Scientific Research, with a registered office at 134 Kholousy St., 3rd floor, Cairo, Egypt 11637, (hereinafter "PROTAC Scientific-Drug Discovery Pro") and ["COMPANY/ORGANIZATION"], with a registered office at [ADDRESS] (hereinafter "COMPANY/ORGANIZATION") (together the "Parties" and each a "Party") wish to disclose to each other certain Confidential Information relating to mutual projects for the purposes of evaluation and discussion ("the Purpose").

For the purposes of this Agreement "Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on, or after the date of this Agreement by either Party (a "Disclosing Party") to the other Party (a "Recipient"), or its Affiliates, or to any of the Recipient's (or its Affiliate's) employees, officers, directors, agents, professional advisers (collectively "Representatives"), whether disclosed orally or in writing, or via any other media, whether or not identified as "confidential". "Affiliate" means any organization which directly or indirectly controls, is controlled by, or is under common control with the relevant party, and "control" means the ownership of a majority of the voting shares. Confidential Information includes (without limitation) (a) all information concerning the business affairs of a Disclosing Party, any inventions, discoveries, trade secrets, or know-how, (c) designs, specifications, source code, object code, drawings, schematics, (d) any third party confidential information included in any information provided by the Disclosing Party to the Recipient, or (e) any reports, summaries, forecasts prepared by the Recipient or its Representatives that contain any of the foregoing.

Confidential Information does not include:

- a. information which at the time of disclosure is in the public domain; or
- b. information which, after its disclosure hereunder, becomes part of the public domain by publication or otherwise, except in breach of this Agreement; or
- c. information which the Receiving Party can establish by reasonable proof was in its possession at the time of disclosure hereunder or was subsequently and independently developed by such of its Representatives (or its Affiliate's Representatives) who had no knowledge of the information disclosed; or
- d. information which the Receiving Party receives from a third party provided however that such information was not obtained by the said third party, directly or indirectly, from the Disclosing Party under conditions of confidentiality; or
- e. information which is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the Receiving Party, provided that, where practicable, the Disclosing Party is given reasonable advance notice of the intended disclosure.

The Disclosing Party is willing to disclose and the Receiving Party is willing to receive such Confidential Information subject to the following terms and conditions:

1. The Receiving Party shall hold the Confidential Information disclosed to it in confidence and shall use at least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own Confidential Information, but in no event less than a commercially reasonable degree of care. Confidential Information disclosed hereunder shall at all times remain the property of the Disclosing Party.
2. The Receiving Party shall not, without the prior written consent of the Disclosing party, make use of the Confidential Information disclosed to it other than for the Purpose, nor disclose the Confidential Information to any third party except to its Representatives and to such of its Affiliate's Representatives who have been made aware that the information is confidential and are bound to treat it as such and to whom disclosure is necessary for the Purpose. The Receiving Party shall be responsible for any breach of this Agreement caused by any of its Representatives or any of the Representatives of any Affiliate.
3. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Confidential Information or as the grant of a license to PROTAC Scientific-Drug Discovery Pro or [COMPANY/ORGANIZATION] to use the other's Confidential Information other than for the Purpose.
4. Upon completion of the Purpose and in the absence of any further agreement between the parties, the Receiving Party shall cease all use and make no further use of the Confidential Information disclosed to it and shall upon written request from the Disclosing Party promptly destroy or return to the Disclosing Party all of the Confidential Information which is in tangible form, except that each party shall be permitted to retain one copy of the other party's Confidential Information so that any continuing obligations may be determined.
5. The confidentiality and non-use obligations under this Agreement shall expire on the fifth anniversary of the date of this Agreement.
6. Except as expressly stated in this Agreement, neither Party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
7. Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this Agreement
8. Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.
9. Any notice given to a Party under or in connection with this Agreement shall be in writing and may be delivered by hand, by a nationally recognized courier, at its registered office (if a company) or its principal place of business (in any other case), or by email to any address provided by a Party for the provision of notices from time to time. Any notice shall be deemed to have been received if delivered by hand, or by courier, on signature of a delivery receipt, and if by email upon confirmation of transmission (provided if sent outside of normal business hours any such email shall be deemed to be delivered at 9 am on the next business day. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.
11. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
12. This Agreement shall be governed in all respects by the laws of the Arab Republic of Egypt.
13. Each Party irrevocably agrees that the courts of the Arab Republic of Egypt shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

ACCEPTED AND AGREED
 For and on behalf of
PROTAC For Scientific Research

Signature _____
 Name _____
 Title _____
 Date _____

ACCEPTED AND AGREED
 For and on behalf of
[COMPANY/Organization]
 Registry No EIN

Signature _____
 Name _____
 Title _____
 Date _____

Front side image of any official card
 EIN/FIN/FTIN for the organization

Backside side image of any official card
 EIN/FIN/FTIN for the organization