

## MUTUAL NON-DISCLOSURE AGREEMENT BETWEEN

**Applied Biological Materials Inc.** having its registered office or based in 1-3671 Viking Way, Richmond, B.C., Canada V6V 2J5, Legal Registration number BC0710392, VAT number 861075174- here represented by the Director of Business Development, in the person of Heidi Chu, hereinafter referred to as **[ABM]**

AND

**University of Foggia** having its based in Foggia, via Gramsci n. 89/91 - Codice Fiscale 94045260711- here represented by Rector, prof. Pierpaolo Limone, hereinafter referred to as **[UNIVERSITY]**

Individually referred to as a Party or collectively as the Parties.

### WHEREAS:

- a) The Parties here to desire *to evaluate business collaboration in establishing a non-exclusive, royalty-bearing cell license for the RCC85#21 cell line;*
- b) The UNIVERSITY is in possession of the results of studies and research relating to a new cell line of clear cell renal carcinoma named *RCC85#21*.
- c) This process was the subject of the Italian Patent "Linea cellulare di carcinoma renale e suo uso", granted on 6 October 2009, Identification number: 001366618, and related European Patent "Renal carcinoma cell line and use thereof", n. EP1957631, e USA Patent "Renal carcinoma cell line and use thereof", n. US8128923 (Inventor: Elena Ranieri).
- d) The Patent Applicant is: University of Foggia.
- e) The ABM is operating in Life Sciences and Drug Development sector, is interested in enhancing the technology referred to the aforementioned patent.
- f) Throughout the aforementioned discussions, Parties may share between themselves proprietary information or Confidential Information under the terms and covenants set forth below.

**1.** The recitals form an integral and essential part of this Agreement.

**2.** The Receiving Party declares and recognizes that the Confidential Information disclosed by the Disclosing Party during the term of this Agreement is of confidential nature and that its disclosure is exclusively finalized to the Disclosure Purpose.

**3.** In light of the above, by the present Agreement, the Receiving Party undertakes to treat the Confidential Information as strictly confidential, being exclusive property of the Disclosing Party, and not to reveal them, in whole or in part, to any third party. The Receiving Party undertakes also to treat the Confidential Information of the Disclosing Party with the same confidentiality as it treats its own information of the same importance, but in any case, as strictly confidential. The Receiving Party undertakes also not to use these Confidential Information for a purpose different from the Disclosure Purpose.

**4.** The above-mentioned confidential obligations shall not apply to the Confidential Information that:

- a) at the time of disclosure was or became publicly known through no breach of this Confidentiality Agreement by the Receiving Party;
- b) has been independently developed by the Receiving Party, upon the condition that the Receiving Party has provided a clear and satisfactory proof of it;
- c) at the time of disclosure was already known by the Receiving Party, being previously disclosed by a third party that has no restriction on disclosure upon the condition that the Receiving Party has provided a clear and satisfactory proof of it;
- d) its disclosure is expressly approved in writing by a legal representative of the Disclosing Party.

For the purpose of this Section 4, any combination of information disclosed hereunder shall not be deemed included within the foregoing exceptions merely because individual information is separately in the public domain or included in these exceptions, but only if the combination of information is in the public domain or completely included in one of such exceptions.

**5.** Confidential Information must be disclosed in writing and clearly marked as “Confidential”.

**6.** The Receiving Party guarantees that the internal dissemination of the Disclosing Party’s Confidential Information within its own organization will be limited only to those individuals whose duties justify the need to know such information with respect to the Disclosure Purpose, informing them of the confidentiality obligations under this Confidentiality Agreement, with the express exclusion of other different individuals. It is understood that the Receiving Party shall be jointly liable for any action which might be considered as a violation of the confidential obligations under this Confidentiality Agreement if this action has been taken by an individual which, on behalf of the Receiving Party, had the possibility to access to whole or to part of the Confidential Information of the Disclosing Party.

**7.** Upon request, the Receiving Party shall promptly return to the Disclosing Party all the Confidential Information disclosed by the Disclosing Party and any copy or item of them, as well as any product and/or materials embodying Confidential Information.

**8.** Nothing in this Confidentiality Agreement and no Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be deemed, expressly or implicitly, as granting to the Receiving Party any licence or any rights with regard to the Confidential Information. All Confidential Information shall be the sole property of the Disclosing Party and no rights under any patents and/or any other intellectual or industrial property rights shall arise in favour of the Receiving Party.

**9.** Neither Party has any obligation by virtue of this Confidentiality Agreement to proceed with any future transaction with the other Party.

**10.** This Confidentiality Agreement supersedes all other prior agreements of any kind between the Parties relating to the subject matter of this Confidentiality Agreement and shall be governed by and interpreted in accordance with the laws of the state of Italy. Any and all disputes arising out of or in relation to this Confidentiality Agreement shall be settled exclusively by the Ordinary Court of Rome.

**11.** If any provision of this Confidentiality Agreement is adjudicated invalid, illegal, or unenforceable in any jurisdiction, the validity or efficacy of the other provisions shall not be affected. The Parties shall substitute in good faith the invalid or inefficacy provisions with valid provisions which have a similar meaning.

**12.** The present Agreement enters into force on the signing by the Parties and will be valid until one year from it (“Expiration Date”). Notwithstanding such expiry, the confidentiality

obligations commitments set forth in this Agreement shall survive the expiration of this Agreement for a period of five (5) years from the Expiration Date set forth hereinabove.

**13.** This Agreement will not be modified, and no provision will be waived, except by a writing that both University and the Company sign.

**14.** The Parties appoint in their respective organizations the following persons who will be responsible for the transmission of the Confidential Information and / or the recording of their disclosures and reception, as follows:

FOR UNIVERSITY OF FOGGIA

NAME: **Elena Ranieri**

POSITION: Professor in Clinical Pathology

ADHERENCE: Medical and Surgical Department

FOR APPLIED BIOLOGICAL MATERIALS INC.

NAME: **Heidi Chu**

POSITION: Director of Business Development

**For University of Foggia**

The Rector

PROF. PIERPAOLO LIMONE

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**For the Applied Biological Materials Inc.**

The Director of Business Development

DR. HEIDI CHU

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