

CONFIDENTIALITY AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into between Quality CDMO (“*Company*”), and _____ hereto (“*Other Party*”) as of _____ (the “*Effective Date*”), are each individually referred to herein as a “*party*” and collectively as the “*parties*”.

RECITALS

A. The parties are contemplating entering into a business relationship (the “*Business Relationship*”), in connection with which each party (the “*Disclosing Party*” may disclose certain of its proprietary and confidential information to the other party (the “*Receiving Party*”).

B. Each of the parties wish to maintain the confidentiality of its confidential and proprietary information by preventing its unauthorized disclosure and misuse as further set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Confidential Information. “*Confidential Information*” shall mean:

(a) any and all product specifications, data, know-how, formulae, compositions, processes, sketches, photographs, drawings, samples, inventions and ideas (past, current and planned), research and development, current and planned manufacturing or distribution methods and processes, computer software and programs (including object code and source code), database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information) of the Disclosing Party or any of its affiliates; and

(b) any and all information concerning the business and affairs of the Disclosing Party or any of its affiliates (including customer lists, current and anticipated customer requirements, pricing and price lists, market studies, business plans, historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel and personnel training techniques and materials).

Notwithstanding the foregoing, “*Confidential Information*” shall not include information that (i) is or becomes part of the public domain through no fault of the Receiving Party, (ii) is already known (at the time of disclosure) to the Receiving Party prior to disclosure of such information by the Disclosing Party, (iii) is subsequently received by the Receiving Party from a third party who the Receiving Party reasonably believes is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation owed to the Disclosing Party or any of its affiliates, or (iv) is independently developed by the Receiving Party without access to any confidential or proprietary information of the Disclosing Party.

2. Restricted Use. Except as otherwise specifically set forth in Sections 3 and 4 of this Agreement, the Receiving Party shall not (a) communicate, disclose, divulge, reveal or convey (whether directly or indirectly, orally, in writing or otherwise, voluntarily or involuntarily) in any manner or by any means of communication whatsoever, any Confidential Information of the Disclosing Party, to any person or entity, (b) misappropriate any Confidential Information of the Disclosing Party, or (c) otherwise use or employ (whether directly or indirectly, voluntarily or involuntarily) any Confidential Information of the Disclosing Party in any manner other than for the purpose of evaluating and carrying out the Business Relationship.

3. Permitted Disclosure. Notwithstanding the provisions of Section 2 above, the Receiving Party may disclose Confidential Information of the Disclosing Party to those agents, consultants, and employees of the Receiving Party who need to know such information to accomplish the purposes of evaluating and carrying out the Business Relationship (individually and collectively, the "Permitted Recipients"). Prior to making any disclosure of Confidential Information to a Permitted Recipient or Permitted Recipients, the Receiving Party will cause such Permitted Recipient or Permitted Recipients to be bound to an agreement regarding the confidentiality of the Confidential Information having terms substantially similar to the terms of this Agreement.

4. Involuntary Disclosure. If the Receiving Party shall at any time be involved in any litigation, administrative, legal, regulatory or other proceeding in which the Receiving Party may or becomes required to disclose any Confidential Information of the Disclosing Party in violation of Section 2 of this Agreement (a "Legal Proceeding"), whether in discovery or otherwise, the Receiving Party may furnish that portion (and only that portion) of such Confidential Information that, in the written opinion of its counsel, the Receiving Party is legally compelled or is otherwise required to disclose or else stand in contempt or suffer other material censure or material penalty. The Receiving Party shall notify the Disclosing Party of any Legal Proceeding as soon as practicable after the Receiving Party learns of the same, but no later than within thirty (30) days thereafter. The Disclosing Party shall be entitled to participate in any Legal Proceeding, as a party thereto, to the greatest extent permitted by applicable law and in any event shall be allowed to participate with the Receiving Party in formulating and implementing strategies to effect the confidentiality described in this Section 4, with counsel of Disclosing Party's own choosing and at Disclosing Party's own cost and expense.

5. Return of Confidential Information. Immediately upon written demand of the Disclosing Party, the Receiving Party shall (a) deliver to the Disclosing Party all documents or other materials, in any form whatsoever, constituting Confidential Information of the Disclosing Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party or the Permitted Recipients, and (b) destroy or caused to be destroyed all materials, in any form whatsoever, that include or refer to any part of the Confidential Information of the Disclosing Party.

6. WARRANTY. ALL CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS-IS". THE DISCLOSING PARTY MAKES NO

WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Survival. The confidentiality obligations contained in Paragraph 1 of this agreement shall survive the termination of discussions and/or any Business Relationship between the parties for a period of five (5) years.

8. Miscellaneous. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. Any breach of the obligations hereunder may cause irreparable harm to the Disclosing Party for which it may have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to seek and obtain from the Receiving Party injunctive relief against any breach, or threatened breach, of this Agreement (without the requirement of posting of a bond), in addition to the right to assert any other remedy it may have under this Agreement, at law or in equity. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. No party hereto shall assign this Agreement without the prior written consent of the other party hereto; provided that, either party may assign the benefits of this Agreement to a successor in interest to the business of such party. This Agreement embodies the entire agreement between the parties with respect to the subject matter expressed herein and any amendments or modifications shall be effective only if in writing and signed by both parties. The headings of the Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. This Agreement may be signed in two (2) counterparts, each of which is to be considered an original, and taken together as one and the same document.

[Remainder of page intentionally left blank]

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:

QUALITY CDMO

By: _____

Name: _____

Title: _____

Address: 5000 South Freeway, Suite 106-4
Fort Worth, TX 76115

OTHER PARTY:

Name (Please Print)

Signature

Title

Address: _____

