**Confidentiality Agreement**

**Signature Date:** The Agreement is made on …………………………….

**Parties:** The parties of this Agreement (the “parties”) are:

1. Cosmetonoesis / Cosmetogenesis
2. ………………………………………………………………………………………………

**The Permitted Purpose:** The release of proprietary information by and between Torgau Balsamique and the second party of the NDA and its Representatives concerning the requirements relating to product formulation which will inevitably involve disclosure of Confidential Information which both parties consider to be confidential.

**It is agreed as follows:**

1. Confidentiality Obligations

1.1. In consideration of the Disclosing Party (as defined in Clause 1.2.3) providing Confidential Information, at its discretion, to the Receiving Party (as defined in Clause 1.2.4), the Receiving Party shall:

1.1.1. Keep the Confidential Information secret and confidential.

1.1.2. Neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with Clause 2, or to a court or other public body in accordance with Clause 3.

1.1.3. Not use the Confidential Information for any purpose, whether commercial or non-commercial, other than Permitted Purpose.

1.1.4. Make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose and provide those copies only to Authorised Persons.

1.1.5. Keep all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party.

1.1.6. Not use, reproduce, transform, or store any Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of the usual place of business of the Recipient in the United Kingdom; and

1.1.7. Take proper and all reasonable measure to ensure the security and confidentiality of the Confidential Information

1.2. For the purposes of this Agreement, the following words shall have the following meanings:

1.2.1. “Information” shall include information (whether oral, written, visual or electronic) including without limitation technical, commercial information or information of any other nature whatsoever (whether tangible or intangible, human or machine readable or otherwise) provided directly or indirectly by the Disclosing Party to the Receiving Party or by way of models, biological or chemical materials or other tangible forms or by demonstrations made whether before, on or after the date of this Agreement.

1.2.2. “Confidential Information” shall mean all confidential or proprietary Information:

 1.2.2.1. which at the time of provision by the Disclosing Party is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and

 1.2.2.2. whereby the Disclosing Party or its Representatives orally informed the Receiving Party at the time of disclosure that the Information was imparted in confidence; and

 1.2.2.3. any note or record of the disclosure and any evaluation materials prepared by the Receiving Party that incorporate any oral Confidential Information; and

 1.2.2.4. Any copy of any of the foregoing; and

 1.2.2.5. Relating to the fact that discussions are taking place between the Receiving Party and the Disclosing Party concerning the Permitted Purpose and the status of those discussions.

1.2.3. “Disclosing Party” shall mean the party to this Agreement that discloses Confidential Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement.

1.2.4. “Receiving Party” shall mean the party to this Agreement that receives Confidential Information, directly or indirectly from the Disclosing Party.

1.2.5. “Representatives” shall mean any employees, agents, officers, advisers, and other representatives of a party.

2. Disclosure to employees

2.1. The Receiving Party may disclose the Confidential Information to those of its officers, employees and if appropriate professional advisers (together, “Authorised Persons”) who:

 2.1.1. Reasonably need to receive the Confidential Information to enable the Receiving Party to achieve the Permitted Purpose.

 2.1.2. Have been informed by the Receiving Party (a) of the confidential nature of the Confidential Information and (b) that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of this Agreement.

 2.1.3. In the case of the Receiving Party’s officers and employees, have written confidentiality obligations to the Receiving Party that (a) are no less onerous than the provisions of this Agreement and (b) apply to the Confidential Information, and who have been instructed to treat the Confidential Information as confidential.

 2.1.4. In the case of the Receiving Party’s professional advisers other than its solicitors, have agreed with the Receiving Party in writing to comply with the obligations of the Receiving Party under this Agreement; and

 2.1.5. In the case of the Receiving Party’s solicitors, have confirmed that they will treat the Confidential Information as if it were the Receiving Party’s confidential information and therefore, subject to the rules of the Law Society concerning client information.

2.2. The Receiving Party shall be responsible for taking reasonable action to ensure that its Authorised Persons comply with the Receiving Party’s obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.

3. Disclosure in court

To the extent that the Receiving Party is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party shall, if the circumstances permit, inform the Disclosing Party of the proposed disclosure as soon as possible.

4. Exceptions to confidentiality obligations

The Receiving Party’s obligations under Clauses 1 and 2 shall not apply to Confidential Information that:

4.1. The Receiving Party possessed before the Disclosing Party disclosed it to the Receiving Party.

4.2. Is or becomes publicly known, other than because of breach of the terms of this Agreement by the Receiving Party or by anyone to whom the Receiving Party disclosed it.

4.3. The Receiving Party obtains from a third party, and the third party was not under any obligation of confidentiality with respect to the Confidential Information; or

4.4. Is developed by any of the Receiving Party’s employees who have not had any direct or indirect access to, or use or knowledge of, the Disclosing Party’s Confidential Information.

5. Return of information and surviving obligations

5.1. Subject to Clause 5.2, the Receiving Party shall (a) at the Disclosing Party’s request, and (b) upon any termination of this Agreement:

 5.1.1. Return and provide to the Disclosing Party all documents and other materials that contain, reflect, incorporate, or are based on any of the Confidential Information, including all copies made by the Receiving Party’s Representatives.

 5.1.2. Permanently and securely delete all electronic copies of Confidential Information from the Receiving Party’s computer systems; and

 5.1.3. Provide to the Disclosing Party a certificate, signed by a Representative of the Receiving Party, confirming that the obligations referred to in Clauses 5.1.1 and 5.1.2 have been met.

5.2. As an exception to its obligations under Clause 5.1, the Receiving Party may retain one copy of the Confidential Information, in paper form, in the Receiving Party’s legal files for the purpose of ensuring compliance with the Receiving Party’s obligations under this Agreement.

5.3. Following the date of any termination of this Agreement, or any return of Confidential Information to the Disclosing Party (“Final Date”), (a) the Receiving Party shall make no further use of the Confidential Information, and (b) the Receiving Party’s obligations under this Agreement shall otherwise continue in force, in respect of Confidential Information disclosed prior to the Final Date, in each case for a period of 5 years from the Final Date.

6. General

 6.1. The Receiving Party acknowledges and agrees that all property, including intellectual property, in Confidential Information disclosed to it by the Disclosing Party shall remain with and be vested in the Disclosing Party.

 6.2. The Agreement does not include, expressly or by implication, any representations, warranties, or other obligations:

 6.2.1. To grant the Receiving Party any license or rights other than as may be expressly stated in the Agreement.

 6.2.2. To require the Disclosing Party to disclose, continue disclosing or update any Confidential Information.

 6.2.3. To require the Disclosing Party to negotiate or continue negotiating with the Receiving Party with respect to any further agreement, and either party may withdraw from such negotiations at any time without liability; nor

 6.2.4. As to the accuracy, efficacy, completeness, capabilities, safety, or any other qualities whatsoever of any information or materials provided under this Agreement.

6.3. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales, to which the parties to this Agreement submit.

6.4. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce any term of this agreement.

**Agreed by the parties through their Authorised signatories:**

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| --- | --- | --- | --- | --- | --- |
|  |  |   |  |  |  **Cosmetonoesis / Cosmetogenesis** |
| **For and on behalf of:** | **For and on behalf of:** |
|  |  |  |  |  |  |  |  |  |  |
| **Signed:** |  | **Signed:**  | **A close up of a text  AI-generated content may be incorrect.** |
|  |  |  |  |  |  |  |  |  |  |
| **Name:** |  | **Name:**  | **Mr. Vasileios Karamalakis** |
| **Title:**  |  | **Title:** | **Director** |