

## Confidentiality Agreement (Mutual)



This agreement dated \_\_\_\_\_ is entered into between:

- (1) **Reply Limited** incorporated in England and Wales (company number 03847202) with its registered office at 38 Grosvenor Gardens SW1W 0EB, United Kingdom; and
  - (2) \_\_\_\_\_, incorporated in the Czech Republic (company number \_\_\_\_\_) with its registered office at \_\_\_\_\_, represented by \_\_\_\_\_, \_\_\_\_\_
- (each a 'party' and together 'parties').

This Non-Disclosure Agreement is between the parties signing below. "we" "us" and "our" refer to both the parties.

### 1. The purpose of this agreement.

This agreement allows us to disclose confidential information to each other. To our own affiliates and to the other's affiliates, under the following terms. An "affiliate" is any legal entity that one of us or that is under common control with one of us. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

### 2. Confidential information.

a. **What is included.** "Confidential information" is non-public information, know-how and trade secrets in any form that:

- Are designated as "confidential", or
- A reasonable person knows or reasonably should understand to be confidential.

b. **What is not included.** The following types of information, however marked, are not confidential information. Information that:

- Is or becomes, publicly available without a breach of this agreement.
- Was lawfully known to the receiver of the information without an obligation to keep it confidential.
- Is received from another source who can disclose it lawfully and without an obligation to keep it confidential.
- Is independently developed, or
- Is ordered to be disclosed by a competent court or authority under applicable law. The receiver of the information must, as far as it is legally permitted, give the other party reasonable prior notice of any order to enable the other party to take any necessary measures to challenge the order or limit the required disclosure.

### 3. Scope of the Confidentiality Agreement

a. **What data is included.** The following data is intended to be subject to access under this agreement. However, nothing in this agreement shall obligate any party to disclose any specific information:

- The Solidsoft Reply National Blueprint System ("NBS") Software Development Kit ("SDK"). This includes:
  - i. Definitions and descriptions of the Application Programming Interface ("API") for client system integration with the NBS.
  - ii. Documentation providing guidance or other information.
  - iii. Code samples and demonstrators.
  - iv. Test scripts and data.
  - v. Additional tools, libraries and frameworks.
- All information concerning the function, configuration or use of test and production environments, tools, applications, libraries, frameworks, schemas, scripts or any other artefacts provided by any party with respect to the NBS, or the connectivity and communication between the NBS and any system, service or application.
- All information concerning commercial relationships between each party and its affiliates and the Národní organizace pro ověřování pravosti léčiv, z.s. and its affiliates, and
  - Any information concerning activities, programmes, timescales or any other confidential information with respect to the integration of client systems with the NBS, integration of the NBS with the European Hub, any pilot or on-boarding program, ongoing operation and use of the NBS or support activities or arrangements related to the NBS.

b. **What assignments are included.** Access to the data is granted for the purpose of enabling and supporting integration of client systems with the NBS, integrating the NBS with the European Hub, implementing pilot programmes, registration and on-boarding of organisations onto the Czech Republic National Medicines Verification System, provision of support by the parties and ongoing operation of the NBS and integrated client systems.

### 4. Treatment of confidential information.

a. **In general.** Subject to the other terms of this agreement, each of us agrees:

- We will not disclose the other's confidential information to third parties, and
- We will use and disclose the others confidential information only for purposes of our business relationship with each other.

b. **Security precautions.** Each of us agrees:

- To take reasonable steps to protect the other's confidential information. These steps must be at least as protective as those we take to protect our own confidential information.

#### Reply Ltd

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Marlow, Bucks SL7 3HJ  
United Kingdom  
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fax +44 (0) 1628 481579

reg no: 3847202  
vat no: 742468814  
[www.replyltd.co.uk](http://www.replyltd.co.uk)  
Registered in England and Wales

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- To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information, and
- To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.

### c. Sharing confidential information with affiliates and representatives.

- A "representative" is an employee, contractor, advisor or consultant of our respective affiliates.
- Each of us may disclose the other's confidential information to our representative (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each must:
  - i. Ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement, and
  - ii. Accept responsibility for each representative's use of confidential information.

### 5. Law and jurisdiction.

- The agreement shall be governed by and construed in accordance with the laws of the Czech Republic and shall be subject to the non-exclusive jurisdiction of the courts of the Czech Republic.
- The disclosure of confidential information under this agreement shall not of itself be construed as:
  - i. granting any title, right or licence in relation to disclosing party's intellectual property (whether registered or unregistered, including without limitation, rights in relation to in patents (or rights to apply for a patent), copyright, trade marks, designs, database rights, know-how or trade secrets and any rights of a similar nature existing in any part of the world); or
  - ii. giving rise to any representation, warranty, undertaking or obligation (whether express or implied) on the disclosing party in relation to the completeness, accuracy or fitness for a particular purpose of such confidential information.
- This agreement is concluded for a period of two (2) years from the effective date unless otherwise terminated by either Party giving written notice delivered to the other of its desire to terminate this Agreement. The obligations under this agreement shall continue for so long, regardless of the termination of the contractual relationship under the previous sentence of this paragraph, as the Confidential Information remains confidential, surviving termination of this agreement and termination of the parties' business or contractual relationship (for whatever reason) and will bind any of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this agreement on the date first mentioned above:

Executed for and on behalf of Reply Limited:

By:   
Name: Mark Usher  
Role: Partner  
Date: 03/08/2017

Executed for and on behalf of \_\_\_\_\_:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Role: \_\_\_\_\_  
Date: \_\_\_\_\_

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