**MUTUAL CONFIDENTIALITY AGREEMENT**

**THIS MUTUAL CONFIDENTIALITY AGREEMENT** (the “**Agreement**”) is made as of [INSERT DATE] (the “**Effective Date**”) by and between [BEONE LEGAL ENTITY] with its registered offices at [ADDRESS] (“**BeOne**”) and [FULL INSTITUTION NAME], with a principal business address at [ADDRESS] (“**Institution**”).

1. **Background.** BeOne and Institution intend to engage in discussions concerning the possible establishment of a business/scientific relationship between BeOne and Institution (the “**Purpose**”). In the course of these discussions, each party may disclose or deliver to the other party certain of its Confidential Information (defined below). The party disclosing Confidential Information is referred to in this Agreement as “**Discloser**” with respect to that Confidential Information; the party receiving that Confidential Information is referred to as “**Recipient**”.
2. **Definition**. “**Confidential Information**” means any and all non-public scientific, technical, financial or business information, know-how or trade secrets in whatever form (written, oral, electronic or visual) that is furnished or made available to Recipient by or on behalf of Discloser, and that (a) if in tangible or electronic form, is labeled in writing as proprietary or confidential; (b) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days thereafter; or (c) is commonly regarded as confidential or proprietary in the life sciences industry. For the avoidance of doubt, Confidential Information includes information disclosed by BeOne’s corporate Affiliates. The term “**Affiliates**” means all entities controlling, controlled by or under common control with BeOne. The term “**Control**” shall mean the ability to vote fifty percent (50%) or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity.
3. **Obligations.** Recipient agrees to (a) hold in confidence all of Discloser’s Confidential Information and not disclose such Confidential Information , without the prior written consent of Discloser; (b) use Discloser’s Confidential Information solely for the Purpose; (c) treat Discloser’s Confidential Information with the same degree of care Recipient uses to protect Recipient’s own confidential information but in no event with less than a reasonable degree of care; (d) reproduce Discloser’s Confidential Information solely to the extent necessary to accomplish the Purpose, with all such reproductions being considered Discloser’s Confidential Information; and (e) not disclose either the fact that discussions are taking place concerning a possible relationship between the parties or any of the terms, conditions, or other facts with respect to the possible relationship, including, without limitation, the status of such discussions and the exchange of Confidential Information.
4. **Permitted Disclosures.** Recipient may provide Discloser’s Confidential Information solely to its employees or consultants on a need-to-know basis, and in the case of BeOne, to its Affiliates; *provided, however*, that (a) any such employees, consultants and Affiliates are bound by written obligations of confidentiality at least as restrictive as those set forth in this Agreement; and (b) Recipient remains liable for the compliance of such employees and consultants, and in the case of BeOne, of such Affiliates, with such obligations. If Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of Discloser’s Confidential Information, Recipient will give Discloser prompt written notice thereof and Recipient will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will cooperate reasonably with Discloser in any efforts to seek a protective order.
5. **Exceptions.** Recipient’s obligations of non-disclosure and non-use under this Agreement will not apply to any portion of Discloser’s Confidential Information that Recipient can demonstrate, by competent proof:
6. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient;
7. is already in Recipient’s possession at the time of disclosure other than as a result of Recipient’s breach of any legal obligation;
8. becomes known to Recipient on a non-confidential basis through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information; or
9. is independently developed by Recipient without reference to or reliance upon Discloser’s Confidential Information.
10. **Rights and Licenses.** Recipient agrees that, as between the parties, Discloser is and will remain the exclusive owner of Discloser’s Confidential Information and all patent, copyright, trademark and other intellectual property rights in such Confidential Information. Except for the right to use Discloser’s Confidential Information for the Purpose, no other right or license is granted to Recipient by this Agreement and the disclosure of Confidential Information does not result in any obligation by Discloser to grant Recipient any right in or to such Confidential Information.
11. **Term and Termination.** This Agreement will be effective for a period of 1 year following the Effective Date unless earlier terminated by a party upon thirty (30) days’ prior written notice to the other party. The obligations of non-disclosure and non-use in this Agreement will survive any such expiration or termination and continue in full force and effect for a period of five (5) years from the date of expiration or termination; provided, however, that the non-disclosure and non-use obligations imposed by this Agreement with respect to trade secrets included in the Confidential Information will continue for as long as Discloser continues to treat such Confidential Information as a trade secret. Upon the request of Discloser, Recipient will promptly (a) at Discloser’s option, either destroy or return to Discloser any and all of Discloser’s Confidential Information; and (b) if Discloser elects to have Recipient destroy such Confidential Information and other materials, provide a written certification to Discloser regarding such destruction. Recipient may, however, retain one (1) copy of Discloser’s Confidential Information in its confidential files, solely for the purpose of monitoring its continuing obligations of confidentiality under this Agreement.
12. **Remedies.** Recipient agrees that (a) Discloser may be irreparably injured by a breach of this Agreement by Recipient; (b) money damages would not be an adequate remedy for any such breach; (c) as a remedy for any such breach Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, without being required by Recipient to post a bond; and (d) such remedy will not be the exclusive remedy for any breach of this Agreement.
13. **No Warranties.** Neither party makes any representations or warranties, express or implied, with respect to the accuracy or completeness of its Confidential Information. Discloser will have no liability with respect to the use or reliance upon Discloser’s Confidential Information by Recipient.

## **Personal Data Protection.**

To the extent applicable, each Party independently determines purposes and means of its Processing (including but not limited to collection, usage, storage, transfer, deletion or otherwise processing, similarly hereinafter) of Personal Data (i.e., information related to an identified or identifiable individual, or as otherwise defined in Data Protection Laws from time to time) and must ensure that its Personal Data Processing activities are compliant with applicable laws and regulations in relation to the protection of Personal Data (the “Data Protection Laws”). Unless otherwise provided herein, any data, including the relevant documents or materials, whether recorded in digital form or other forms, shared between the Parties should not contain any Personal Data. Each Party shall not be liable for Personal Data Processing activities of the other Party. If a Party’s violation of its obligations under Data Protection Laws or this Agreement results in any loss, claims, or damages to the other Party, the violating Party should indemnify and hold harmless the other Party in respect of such loss, claims, or damages.

For the purpose of business contact with the other Party during the performance of this Agreement as well as any other activities necessary for the execution and performance of this Agreement, each Party’s internal contract administration, each Party’s internal and external audits (by local and foreign auditors), response to enforcement actions by government authorities and/or resolution of a dispute arising out of or in connection with this Agreement, each Party may collect and use Personal Data (such as identity information and business contact information) of the other Party’s employees or authorized representatives (such as business contact persons, agreement signatories, collectively as “Data Subjects”) as provided by the other Party. Due to the business need for record keeping and contract management as a result of BeOne’s global operation, upon fulfilling obligations (if any) as specified by Data Protection Laws, the aforementioned Personal Data which BeOne obtains in connection with this Agreement may be (a) stored outside of the territory of [Insert Recipient’s local country], and (b) accessed by and shared with any BeOne’s global affiliate to the extent necessary. BeOne has published its privacy notice via https://www.beonemedicines.com/privacy-policy and shall take necessary measures to ensure that the protection level of the aforementioned personal data should meet the statutory requirement under Data Protection Laws of [Insert Recipient’s local country]. The other Party shall cooperate with BeOne to comply with cross-border data transfer related compliance requirements if any. With respect to the aforementioned Personal Data, the receiving Party shall use such personal data only for the specific purpose as described above and will take necessary measures to protect the data security. The disclosing Party shall ensure that its transfer of such personal data to the receiving Party will comply with Data Protection Laws, including but not limited to providing proper notification to Data Subject, obtaining consent from Data Subject (if required by Data Protection Laws) or reliance upon another valid legal basis under Data Protection Laws.

## **Miscellaneous.**

1. **Entire Agreement.** This Agreement contains the entire agreement of the parties with regard to its subject matter, and supersedes all prior or contemporaneous written or oral representations, agreements and understandings between the parties relating to that subject matter. This Agreement may be changed only by a writing signed by [INSTITUTION NAME] and an authorized representative of BeOne.
2. **Assignment and Binding Effect.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party; *provided, however*, that either party may transfer or assign this Agreement without the prior written consent of the other party, but with written notice to the other party, to an affiliate or in connection with a merger, consolidation, or a sale or transfer of all or substantially all of the assets to which the Purpose of this Agreement relates. Any purported assignment or transfer in violation of this Section is void. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
3. **Notices.** All notices required or permitted under this Agreement must be in writing and must be given by directing the notice to the address for the receiving Party set forth in this Agreement or at such other address as the receiving Party may specify in writing under this procedure. Notices to BeOne will be marked “Attention:/”. Notices to Institution will be marked “Attention:/ ” .
4. **Governing Laws.** This Agreement and any disputes relating to or arising out of this Agreement will be governed by, construed, and interpreted in accordance with the internal laws of New York without regard to any choice of law principle that would require the application of the law of another jurisdiction. The parties agree to submit to the courts where the Plaintiff is located and waive any defense of inconvenient forum to the maintenance of any action or proceeding in such courts.
5. **Severability; Reformation.** Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.
6. **Waivers.** Any delay in enforcing a party’s rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party’s rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or portable document format (“.**pdf**”) copy of this Agreement, including the signature pages, will be deemed an original.

**[Signature page follows]**

**EXECUTED** as of the Effective Date.

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| **[BEONE LEGAL ENTITY]**  By:  Name:  Title: | **[FULL NAME OF INSTITUTION]**  By:  Name:  Title: |