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CONFIDENTIAL DISCLOSURE AGREEMENT

(Two way: Mutual Disclosure)

This Confidential Disclosure Agreement (“**Agreement**”) is effective as of the date of the last party to sign this Agreement (“**Effective Date**”)

Between:

Institut du Cerveau et de la Moelle Epinière, a non-profit Research Foundation organized under the laws of France, with offices at Pitié Salpêtrière Hospital, 47/83 boulevard de l’Hôpital – 75013 Paris - France. (“**ICM**”); and

XXXX,, with offices at (“**XXXX**”)

The parties agree as follows:

1) Definitions

“**Affiliates**” means the legal entities that (directly or indirectly) control, are controlled by, or are under common control with the named party.

“**Confidential Information**” means all information, other than Exempt Information and Excluded Information, in any form concerning, in the case of **XXXX, YYYYY** and approaches and, in the case of ICM, ICM’s CNS programs and approaches, in each case which the Disclosing Party or its Affiliates discloses to the Receiving Party or its Affiliates pursuant to this Agreement, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure.

“**Disclosing Party**” means the party to this Agreement which discloses Confidential Information to the other party under this Agreement.

“**Exempt Information**” means information that: (i) the Receiving Party or any of its Affiliates possessed before the Disclosing Party or its Affiliates disclosed it under this Agreement; or (ii) is or becomes public (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Affiliates obtains from a third party free of any confidentiality obligation to the Disclosing Party or its Affiliates with respect to such information; or (iv) is independently developed by or on behalf of the Receiving Party or its Affiliates without the use of the Confidential Information.

“**Purpose**” means the purpose of exploring a possible transaction or other relationship between the parties related to the Confidential Information.

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“Receiving Party” means the party to this Agreement which receives Confidential Information from the other party under this Agreement.

2) Treatment of Confidential Information

- (a) The Receiving Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information with the same degree of care as it maintains the confidentiality of its own confidential information, which in no event shall be less than a reasonable standard of care.
- (b) The Receiving Party may use, copy and make extracts of the Disclosing Party’s Confidential Information only in connection with the Purpose.
- (c) The Receiving Party shall not disclose any of the Disclosing Party’s Confidential Information to any third party other than the Receiving Party’s Affiliates and the directors, officers, employees, contractors, consultants and agents of the Receiving Party and its Affiliates who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality substantially similar to those in this Agreement (collectively, **“Representatives”**). The Receiving Party is liable to the Disclosing Party for any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement by any Representatives to whom the Receiving Party discloses such Confidential Information under this clause 2(c).
- (d) Upon the Disclosing Party’s request, and in any event upon termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party’s option, destroy all copies of the Disclosing Party’s Confidential Information and, except as set out in clause 2(e) below, the Receiving Party shall destroy all additional copies, in whatever medium, of the Disclosing Party’s Confidential Information then in the Receiving Party’s or its Representatives’ possession. Upon the Disclosing Party’s request, the Receiving Party shall confirm in writing as to such destruction.
- (e) Notwithstanding clause 2(d) above, the Receiving Party: (i) may retain a single copy of the Disclosing Party’s Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (x) created during automatic system back up; or (y) retained for legal purposes by the legal division of the Receiving Party and its Affiliates.
- (f) Notwithstanding anything to the contrary contained herein, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party’s Confidential Information that is required or requested to be disclosed by a governmental authority or applicable law in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), provided that the Receiving Party shall: (i) notify the Disclosing Party of any

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such disclosure requirement as soon as practicable; (ii) cooperate with the Disclosing Party's (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure and (iii) furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

3) Term and Termination

The term during which disclosures may be made and received under this Agreement will be five (5) years from the Effective Date. The Receiving Party's obligations under this Agreement will terminate five (5) years from the Effective Date.

4) Other Matters

- (a) Each party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement, and that it has the right to disclose its Confidential Information, without violating the rights or obtaining the consent of any third party.
- (b) Neither this Agreement nor the performance by either party hereunder shall transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including any intellectual property rights subsisting therein).
- (c) Neither party is obligated to negotiate or enter into any other agreement, and any evaluation or discussions may be terminated at the sole discretion of either party at any time and for any reason. Unless and until a definitive agreement is executed and delivered by the parties, neither party is under any legal obligation of any kind with respect to any transaction, except for the matters specifically agreed to in this Agreement.
- (d) A waiver by either party of any term or condition of this Agreement must be in writing signed by the waiving party. A waiver in one instance of a term or condition shall not be deemed a waiver of such term or condition in any other instance.
- (e) This Agreement sets forth the parties' entire understanding about its subject matter and supersedes any other agreement or understanding between the parties about its subject matter. Neither party can assign, amend, or terminate any part of this Agreement except in writing signed by both parties.
- (f) Each party shall maintain confidential this Agreement, the fact that discussions are taking place between the parties and the content of such discussions, and each party shall refrain from making any announcement or any other public disclosure in respect thereof (except as required under applicable laws and regulations) without the prior written consent of the other party.
- (g) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or

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provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the parties.

(h) This Agreement may be executed in two counterparts (including by facsimile or electronic copies), both of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Agreed to and Accepted by:

XXXX:

ICM

By: _____

By: _____

Print Name: _____

Print Name: Geraldine FARJOT

Title: _____
(Duly authorized)

Title: Head of Innovation

Date: _____

Date: _____