

## CONFIDENTIAL DISCLOSURE AGREEMENT

This CONFIDENTIAL DISCLOSURE AGREEMENT (this “Agreement”) is entered into as of January 15, 2019 (“Effective Date”) by and between Alvogen/Norwich Pharma Services, a New York company with a place of business at 6826 NY-12, Norwich, NY 13815 (“ALVOGEN/NPI”) and “ASHRAE - Twin Tiers Chapter”, a nonprofit organization, with an address of PO Box 6706 Ithaca, NY 14851 (“ASHRAE”). Alvogen/NPI and ASHRAE shall be referred to as a party or parties.

WHEREAS, the parties believe that they would mutually benefit by sharing certain Confidential Information (as defined below) in connection with the evaluation of each other’s interest in pursuing a potential business transaction(s) among the parties, and believe it is in their mutual interests to ensure that all such Confidential Information will be safeguarded and carefully protected by the parties; and

WHEREAS, for purposes of this Agreement, each party shall be a “Disclosing Party” with respect to its own Confidential Information and the “Receiving Party” with respect to the Confidential Information received from the other party.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties set forth herein, the parties hereto agree as follows:

1. “Confidential Information” shall mean all information provided by the Disclosing Party to the Receiving Party hereunder, regarding its business or products, including, without limitation, drug applications, financial or other business information, formulas, formulations, price and cost information, forecasts, manufacturing data, processes, techniques, know-how and plans, drawings, analytical and other methodologies, test data, marketing information and plans, product development information and plans, designs, research, yields and specifications. “Confidential Information” shall also include, whether in oral, visual, written, graphic or electronic form, whether or not marked as “Confidential”, “Proprietary”, or “Restricted” or some other similar marking (i) all information, work papers, analyses, compilations, projections, studies, memoranda, notes, reports, summaries, documents, correspondence, facts or other materials (including copies thereof) derived, learned or prepared by either party in connection with the Purpose, and (ii) any information the nature of which is such that a reasonable person would consider the information to be confidential or proprietary. The term “Confidential Information” shall not include: (a) information which, at the time of the Disclosing Party’s disclosure to the Receiving Party, is in the public domain; (b) information which, after the Disclosing Party’s disclosure to the Receiving Party, enters the public domain, except where such entry is the result of the Receiving Party’s breach of this Agreement; (c) information which, prior to the Disclosing Party’s disclosure to the Receiving Party, was already in the Receiving Party’s possession as shown by reasonable evidence; (d) information which, subsequent to the Disclosing Party’s disclosure to the Receiving Party, is obtained by the Receiving Party from a third party which is lawfully in possession of such information and not subject to a confidential, contractual or fiduciary obligation or relationship to the Disclosing Party with respect thereto; or (e) information which, subsequent to the Disclosing Party’s disclosure to the Receiving Party, is

independently developed by the Receiving Party through its own development efforts without use of, or any reference to, any of the Disclosing Party's Confidential Information as shown by reasonable evidence.

2. Non-Disclosure. The Receiving Party shall not publish, reproduce, disclose or release any of the Disclosing Party's Confidential Information, in whole or in part, to any third party without the prior written consent of the Disclosing Party. The Receiving Party will only use the Disclosing Party's Confidential Information in connection with the Purpose and will only disclose the Disclosing Party's Confidential information to those officers, directors, partners, members, employees, agents, consultants, legal advisors, financial advisors and potential investors (the "Representatives") of the Receiving Party and its Affiliates who will be directly involved in the Purpose or performing the evaluations related thereto and who have been advised of and agree to abide by the confidentiality obligations herein. For purposes of this Agreement, an entity shall be deemed to be an "Affiliate" of a party if it is a company, whether a corporation or other business entity, that is controlling, controlled by or under common control with such party, but excluding always any direct or indirect shareholder of either party that is a financial sponsor, professional investor or investment fund (of whatever nature) and any companies, corporations, partnerships or other similar entities wholly or partly owned, controlled or managed by any of them. "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity. The Receiving Party will employ at least the same degree of care in protecting the Disclosing Party's Confidential Information as it employs in protecting its own confidential information of a similar nature, but in any event not less than a reasonable degree of care. In addition, the parties will retain in strict confidence and will not disclose the fact that any Confidential Information has been exchanged between the parties, the terms, conditions or existence of this Agreement or the Purpose, or the evaluation of terms, conditions or other facts relating to the Purpose, including the fact that discussions are taking place between the parties with respect thereto or the status thereof, except with respect to Representatives who have a need to know such information to evaluate the Purpose.

3. Irreparable Injury. Each party further understands and acknowledges that, due to the unique nature of each party's Confidential Information, any unauthorized disclosure of any portion of Confidential Information may cause irreparable injury to the Disclosing Party and that no adequate or complete remedy may be available to the Disclosing Party to compensate for such injury. Accordingly, each party hereby acknowledges that the Disclosing Party shall be entitled to seek injunctive relief in the event of such unauthorized disclosure by the Receiving Party or any of its Representatives in addition to whatever remedies it might have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

4. Return or Destruction of Information. Upon the Disclosing Party's written request, all Confidential Information then in the possession of the Receiving Party, in whatever form existing, shall either be returned to the Disclosing Party or destroyed or permanently deleted by the Receiving Party with the Receiving Party's certification in writing of such destruction or deletion. Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one (1) copy of any document comprising Confidential Information in its secure files to maintain confidentiality, to the extent necessary to comply with applicable laws, rules and regulations and

to identify its obligations under this Agreement. The Receiving Party shall not be required to destroy any computer files created during automatic system back-ups that are subsequently stored securely by it, provided that Confidential Information made and kept by either party shall continue to be governed by the terms of this Agreement.

5. No Requirement to Disclose. Each party understands and acknowledges that nothing herein: (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the option of the Disclosing Party, or (b) requires either party to proceed with any proposed transaction or relationship.

6. Legal Disclosure. In the event the Receiving Party is required by applicable law, or compelled by order of a court or regulatory agency of competent jurisdiction, to disclose Confidential Information of the Disclosing Party, as soon as the Receiving Party learns of the disclosure requirement or that a third party is seeking such a disclosure requirement, and before making such disclosure, it will promptly notify the Disclosing Party in writing of the requirement and the terms thereof, to the extent legally permitted. The Disclosing Party may, in its sole discretion and at its sole cost and expense, undertake any challenge to or defense against such disclosure requirement. The Receiving Party will cooperate with the Disclosing Party as is reasonably necessary, at the Disclosing Party's sole cost and expense, to minimize or eliminate the required disclosure of Confidential Information consistent with applicable law and to obtain proprietary or confidential treatment of such Confidential Information by any person to whom such information is disclosed pursuant to this Section 6 before any such disclosure. Should the Receiving Party be compelled by such legal process to disclose Confidential Information, the Receiving Party may disclose only that part of the Confidential Information, which its legal counsel confirms it is required to disclose.

7. Definitive Agreement. Unless and until a definitive agreement between the parties with respect to a transaction has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to the transaction by virtue of this Agreement.

8. Independent Contractors. The parties are each independent contractors and the relationship between the parties does not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

9. Term. The confidentiality and non-use obligations under this Agreement shall expire five (5) years from the Effective Date of this Agreement.

10. Rights. No rights or licenses are granted to either party by virtue of this Agreement. All Confidential Information (including all paper, drawings, electronic or magnetic media or other tangible embodiments thereof) shall remain the property of the Disclosing Party. The Receiving Party acknowledges that by receiving or obtaining the Confidential Information, it does not acquire any right, title, privilege or license in or to such Confidential Information or any patents, inventions or developments covered thereby.

11. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or

performance. The Disclosing Party, in relation to the Confidential Information, makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall either party be liable for any indirect, special, incidental, consequential or exemplary damages (including but not limited to lost profits, lost goodwill).

12. Law. This Agreement shall be governed and interpreted according to the laws of the State of New York, USA, as set forth without regard to their conflict of laws provisions and the parties hereby each consent to the jurisdiction of the respective courts to adjudicate all disputes arising hereunder.

13. Entire Agreement. This Agreement supersedes all prior communications, agreements, discussions and writings, whether written or oral, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

14. Modifications. No modification or amendment of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized Representative of each party.

15. Assignment. Neither party hereto may assign, delegate or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. However, without such consent, either party may assign this Agreement (i) to an Affiliate or (ii) in connection with (a) the transfer or sale of all or substantially all of its assets or business to which this Agreement relates, (b) its merger or consolidation with another company, or (c) the transfer of the majority of the voting equity securities of such party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

16. Waiver. No failure or delay by either party in exercising or taking steps to enforce any of its rights or entitlements under this Agreement shall operate as a waiver thereof, unless such waiver is in writing and signed by such party, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Severable. The provisions herein are severable, and if any court of competent jurisdiction should determine any word, clause or provision to be unenforceable or void, this Agreement shall continue in full force and effect as if such unenforceable or void word, clause or provision was not herein contained, and this Agreement shall be interpreted to the fullest extent permitted by law in accordance with the intent of the parties as set forth herein.

18. Counterparts. This Agreement may be executed via facsimile or email “.pdf” and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Defend Trade Secrets Act Notice: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document

containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Alvogen/NPI

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**Dennis Hoover**  
**Plant Engineer**

ASHRAE Meeting Attendee

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*Name:*

**ASHRAE Twin Tiers Chapter, January 2019 Meeting Attendee**