

Mutual non-disclosure agreement

Parties

On the one hand, [PENDIENTE: company name], with tax ID [PENDIENTE: NIF] and registered office at [PENDIENTE: registered office], represented by [PENDIENTE: signatory name and title] ("ComplAI Systems").

On the other hand, _____, with tax ID _____ and registered office at _____, represented by _____ ("the Client").

Recitals

I. The Parties wish to evaluate a possible collaboration on the analysis, development or validation of computerized systems and artificial intelligence solutions for regulated processes in the pharmaceutical industry (the "Purpose").

II. To do so they need to exchange confidential information, and they agree to protect it under the following clauses.

Clauses

1. Confidential information. All information, in any format, that one Party (the "Disclosing Party") provides to the other (the "Receiving Party") in connection with the Purpose, including processes and standard operating procedures, product, quality, clinical trial or pharmacovigilance data, validation documentation, specifications, source code, architectures, models and training data, technical, commercial or financial information, and the existence and content of the discussions between the Parties. It is confidential even if not marked as such when its nature or the circumstances so indicate.

2. Exclusions. Confidential information does not include information that the Receiving Party can show: (a) was or becomes public without breach of this Agreement; (b) it already lawfully knew without a duty of confidentiality; (c) it lawfully receives from a third party without a duty of confidentiality; or (d) it developed independently without using confidential information.

3. Obligations. The Receiving Party undertakes to: (a) use the confidential information only for the Purpose; (b) not disclose it to third parties without the prior written consent of the Disclosing Party; (c) limit access to its staff, advisors and subcontractors who need to know it for the Purpose, provided they are bound by confidentiality obligations at least equivalent to these, and be responsible for their compliance; (d) protect it with measures at least as strict as those it applies to its own confidential information, and never less than reasonable care; (e) not use it to train, fine-tune or evaluate artificial intelligence models, nor enter it into third-party artificial intelligence services, without the prior written authorization of the Disclosing Party; and (f) promptly inform the Disclosing Party of any unauthorized access or use it becomes aware of.

4. **Disclosure required by law.** If a law or an authority, including health authorities during inspections, requires confidential information to be disclosed, the Receiving Party will notify the Disclosing Party, where the law allows, in time for it to object, and will disclose only what is strictly required.

5. **Personal data.** The Parties will avoid exchanging personal data unless the Purpose requires it. If it does, in particular health data or clinical trial subject data, they will only do so after signing the data processing agreement required by Article 28 of Regulation (EU) 2016/679, the General Data Protection Regulation, and in accordance with Spanish Organic Law 3/2018. The signatories' contact details will be processed only to manage this Agreement.

6. **Ownership.** Confidential information remains the property of the Disclosing Party. This Agreement grants no license or right over it, nor over patents, copyright, trade secrets or other industrial or intellectual property rights. Information is provided as is, without warranty of any kind.

7. **Return or destruction.** At the Disclosing Party's request, or when the Purpose ends, the Receiving Party will return or destroy the confidential information and confirm it in writing, except for copies it must keep by law or that sit in automatic backups, which remain subject to this Agreement.

8. **No commitment.** This Agreement does not oblige either Party to disclose information or to enter into any contract.

9. **Term.** This Agreement takes effect on the date it is signed and applies to information exchanged during the following two years. The confidentiality obligations last for five years from each disclosure and, for information that is a trade secret under Spanish Law 1/2019 of 20 February on Trade Secrets, for as long as it remains one.

10. **Breach.** A Party that breaches this Agreement will be liable for the damage caused, without prejudice to the actions provided for in Law 1/2019 and to the possibility of seeking interim relief.

11. **General provisions.** This Agreement contains everything agreed on its subject. Any amendment must be in writing and signed by both Parties. If any clause is held void, the rest remains valid.

12. **Governing law and jurisdiction.** This Agreement is governed by Spanish law. For any dispute, the Parties submit to the courts of [PENDIENTE: city], waiving any other jurisdiction.

In witness whereof, the Parties sign this Agreement in duplicate, or electronically, on the date indicated.

For ComplAI Systems

Name _____

Title _____

Date _____

Signature _____

For the Client

Name _____

Title _____

Date _____

Signature _____