

**DECLARATION OF INTENT,  
EXCLUSIVITY AND  
NON - DISCLOSURE AGREEMENT**

Between

**3a diagnostics GmbH**  
**Benzstr. 2, 72636 Frickenhausen**  
- hereinafter referred to as „3a diagnostics“ –

and

**Vektor Pharma TF GmbH**  
Hauptstr. 13, 88524 Uttenweiler, Germany  
- hereinafter referred to as „VEKTOR“ –

3a diagnostics and VEKTOR hereinafter individually also referred to as the "Party" or  
"Contacting Party", collectively referred to as the "Parties" or "Contracting Parties" -

the following declaration of intent, exclusivity and non-disclosure agreement is concluded:

**Preamble**

3a diagnostics is an established biotechnological company specialized in the development and manufacturing of peptide based point of care test systems.

VEKTOR is a pharmaceutical company, holding EU-GMP permits for manufacturing of clinical samples. The company owns platform technologies for the development of oral thin films and transdermal films.

VEKTOR is interested in the development of a screening platform technology based on 3A DIAGNOSTICS' peptide conjugate technology for sensors, which are cleavable in the presence of pathogens in the oral cavity and VEKTOR's thin film technology for rapid development of specific sensors allowing a response to diagnose large populations within 8 weeks.

Negotiations on possible cooperation are taking place between the parties.

The following declaration of intent, exclusivity and non-disclosure agreement forms the basis for a trusting and transparent communication and guarantees a target-oriented negotiation process.

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## § 1 Definitions

1. "Confidential Information" means any financial, technical, economic, legal, tax, business, regulatory, business, employee or managerial information (including data, records and know-how such as ideas or development approaches) relating to a Party or its Affiliated Company which is made available, directly or indirectly, by or otherwise known to another Party, its officers, employees, consultants or other third parties acting on its behalf by or on behalf of the Party or Parties or any Affiliated Company. Whether and on which medium the information is embodied is irrelevant; in particular, oral information, discussion contents and discussion processes are also included. It is also irrelevant whether documents or other media were created by a contracting party or third parties, provided that they embody information relating to a contracting party or a company affiliated with it. Confidential information within the meaning of this Clause shall also include the fact that Confidential Information has been brought to the attention of another Party, the existence and content of this Agreement and any other information relating to the conclusion or execution of the Project, including the fact that discussions are taking place about the Project and the status of such discussions. Information shall not be considered confidential if it was already in the public domain at the time when the other Party became aware of it or subsequently became in the public domain without a breach of this Agreement or the confidentiality obligations of Qualifying Persons. The burden of proof for this lies with the party gaining knowledge.
2. "Authorized Persons" shall mean the Parties, their organs and employees and their affiliates, their organs and employees, each subject to an obligation of confidentiality with respect to the Party not falling short of the protection afforded by this Agreement, and necessarily to be involved in the Project. Authorized persons are also advisors to the contracting parties who are professionally or contractually bound to secrecy. In the event of a request, the Contracting Parties shall inform the other Contracting Parties of the names and functions of their advisers. In the event that the Parties have serious and suitably substantiated concerns as to the involvement of a particular advisor, the Parties shall consult and endeavor to address such concerns through appropriate measures.
3. "Associated Comany(ies)" means any person, firm, trust, partnership, corporation, company or other entity or combination thereof which, directly or indirectly, (i) controls a Party, (ii) is controlled by a Party, or (iii) is under common control with a Party. For the purposes of this definition, the terms "control" and "controlled" means ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof.
4. "Employees" shall mean employees of the Parties and of the respective Associated Companies, as well as employees without employee status such as freelancers and temporary staff.

5. "Co-operations" are possible co-operations, mergers, joint ventures (e.g. start-ups, etc.), supply relationships and other economic co-operations.
6. "Field" means a screening platform technology based on 3A DIAGNOSTICS' peptide conjugate technology for sensors, which are cleavable in the presence of pathogens in the oral cavity and VEKTOR's thin film technology for rapid development of specific sensors allowing a response to diagnose large populations within 8 weeks.

## **§ 2 Confidentiality Obligations**

1. The Parties will treat as strictly confidential the fact that discussions are being held between them on possible cooperation and the content of such discussions.
2. The Parties shall keep the Confidential Information strictly confidential and shall not disclose or otherwise make it available to third parties who are not authorized persons, and shall take appropriate measures to protect the Confidential Information, but at least those measures by which they protect particularly sensitive information about their own company.
3. The Parties shall inform all Authorized Persons receiving Confidential Information of the content and scope of the rights and obligations under this Agreement and ensure that all Authorized Persons comply with the provisions of this Agreement.
4. The Parties will use the Confidential Information solely for the purpose of preparing, elaborating and evaluating the Project and for conducting negotiations within the Project. In particular, the Parties will not use the Confidential Information to gain a competitive advantage over the other Parties or any of their affiliates or third parties.
5. At the request of another contracting party, the contracting parties shall return, destroy or delete all documents and other carrier media at the option of the requesting contracting party, provided that they embody confidential information, unless the requested contracting party is obliged by law or the regulations of a stock exchange or by order of a competent court or a competent authority or other institution to store them. Confidential information contained in files routinely stored electronically does not have to be deleted if this would only be possible with disproportionate effort. Upon request, the contracting parties shall inform the other contracting parties in writing, stating their reasons, which confidential information has been returned, destroyed or deleted and which has not.
6. The Parties shall immediately inform the other Party if they, their officers, employees or advisors become aware that Confidential Information has been disclosed in violation of this Agreement.

## **§ 3 Exceptions to confidentiality obligations**

1. The confidentiality obligations pursuant to § 2 (1) shall not apply if
  - a) the Party concerned gives its prior written consent to the disclosing Party in the specific individual case of disclosure of the Confidential Information to a third party,
  - b) the Parties have obtained the Confidential Information from a third party prior to entering into this Agreement or have obtained the Confidential Information from a third party thereafter without breach of this Agreement, provided that the third

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party has lawfully obtained possession of the information and does not breach any confidentiality obligation binding it as a result of such disclosure; or

- c) the Contracting Parties are required to disclose the Confidential Information by order of a competent court or authority or other entity or by law or the rules of a stock exchange, and the Contracting Parties must take all reasonable steps to prevent or restrict the disclosure of the Confidential Information to the maximum extent possible.
  - d) If a Party considers itself under such an obligation, it shall, to the extent permitted by law, notify the Party concerned in writing in good time before disclosure so that it can take legal action to prevent disclosure. In that notification, the disclosing Party shall, in an appropriate manner, such as in accordance with the written opinion of a legal adviser, notify the Party concerned of the confidential information to be disclosed. The disclosing Party will disclose only that portion of the Confidential Information that must be disclosed.
2. The burden of proof for the existence of an exception to the obligation of confidentiality lies with the disclosing contracting party.

#### **§ 4 Declaration of intent**

- 1. The contracting parties agree to identify opportunities for cooperation as defined in the preamble of this document, to develop and pursue these approaches.
- 2. The implementation of these agreed cooperation is the subject of separate contracts.
- 3. The goal of these cooperation is to develop economic potentials in the areas of development, production, market entry, marketing and distribution of sensors based on peptides developed by 3a diagnostics and on thin films developed by VEKTOR. The technology comprises the identification of enzymes and specific peptides.





[Redacted - Exclusivity provisions]

**§ 6 Binding Character**

This declaration of intent is legally non-binding with regard to the provisions contained in § 4.

**§ 7 Contract in favour of third party**

This agreement in favor of the affiliated companies of the contracting parties is a contract in favor of third parties within the meaning of § 328 BGB.

**§ 8 Transferability of rights**

The rights and obligations under this Agreement are non-transferable.

**§ 9 Written form**

Amendments and supplements to this agreement must be made in writing; this also applies to a change to the written form requirement itself.

**§ 10 Partial ineffectiveness**

In the event that individual provisions of this Agreement are or become invalid or unenforceable in whole or in part, or in the event that this Agreement contains unintended loopholes, this shall not affect the validity of the remaining provisions of this Agreement. In place of the invalid, unenforceable or missing provision, such valid and enforceable provision shall be deemed to have been agreed between the parties as the parties would have agreed, having regard to the economic purpose of this Agreement, if they had been aware of the invalidity, unenforceability or absence of such provision at the time of entering into this Agreement. The parties are obliged to confirm such a provision in due form, but at least in writing.

**§ 11 Choice of law and place of jurisdiction**

1. This agreement is subject to the law of the Federal Republic of Germany.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement shall be the Regional Court of Ulm.

*Friedenhausen 26.03.2020*

Place, Date

*Ulmweiler 24.3.2020*

Place, Date

Signature 3a diagnostics

Signature Vektor Pharma TF GmbH



## **STRATEGIC PARTNERSHIP & SUPPLY AGREEMENT**

**PharmaCielo Ltd.**

**&**

**XPhyto Therapeutics Corp.**