



## NON-DISCLOSURE AGREEMENT

**Hepatitis Foundation International located at 8121 Georgia Avenue, Suite 350, Silver Spring, Maryland, USA of ("HFI"), on behalf of itself and its subsidiaries and affiliates, and, Republic of Georgia located at 1824 R Street, NW, Washington, DC, of ("Republic of Georgia"), on behalf of itself and its subsidiaries and affiliates, are interested in exchanging and evaluating certain information, considered confidential and proprietary ("Confidential Information"), in connection with discussions for a collaborative partnership.**

HFI and The Republic of Georgia have agreed to exchange Confidential Information under the following terms and conditions:

1. Collaboration. Promptly after execution of this Agreement, HFI and Republic of Georgia shall exchange Confidential Information for mutual interest benefiting forth the HFI and the Republic of Georgia. The parties shall evaluate the Confidential Information received from the other party to determine whether they are interested in a further business collaborative Agreement ("Agreement"). Each party shall advise the other of its interest. If both parties are interested, each party agrees to discuss with the other the terms of a possible Agreement relating to the Confidential Information. If one or both parties are not interested, or if an Agreement is not entered into between the parties, each party agrees to return or destroy all Confidential Information received from the other.
2. Confidential Information. During the Term (as hereinafter defined), including any extension thereof, and for a period of three (3) years after the expiration or termination of this Agreement, each party agrees not to disclose Confidential Information received from the other to any third party and not to use Confidential Information for any purpose other than as indicated in this Agreement, without the prior written approval of the disclosing party. Confidential Information shall include all information in writing, orally, visually or in another form relating to the business of either HFI or The Republic of Georgia or their respective holding companies,



subsidiaries and affiliates, including without limitation, financial data, reports and analyses, business plans, marketing strategies, budgets, know-how, designs, trade secrets, processes, product ingredients, product concepts, specifications, reports, test results, names and details of employees, vendors, customers and distributors, pricing information, product sales information or forecasts, invention and ideas, and shall also include information that is by its nature confidential, is designated by either party as confidential and/or information that either party knows or ought to know is confidential, except any portion thereof which:

- (a) Is known to the recipient, as evidenced by its written records, prior to receipt thereof under this Agreement;
  - (b) Is disclosed to the recipient by a third person after the full execution of this Agreement, and that third person has a legal right to make such disclosure;
  - (c) Is or becomes part of the public domain other than through breach of this Agreement by recipient; or
  - (d) Is independently developed by or for the recipient as evidenced by its written records, without reference to Confidential Information received from the disclosing party.
3. Disclosure Pursuant to Law. If, in the opinion of the recipient's counsel, any of the disclosing party's Confidential Information is required to be disclosed pursuant to law, regulation, or court order, the recipient shall give the disclosing party prompt, written notice in order to allow the disclosing party to take whatever action it deems necessary to protect its Confidential Information. In the event that no protective order or other remedy is obtained, or the disclosing party waives compliance with the terms of this Agreement, recipient will furnish only that portion of the Confidential Information which recipient is advised by counsel is legally required.



4. Assignment. Neither party shall assign this Agreement nor any part thereof without the prior written consent of the other party; provided however that either party may assign this Agreement without the other party's consent to its holding company or one of its subsidiaries or affiliates. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any party of responsibility for the performance of any accrued obligation which such party then has hereunder.
5. Term and Termination. The time-period for exchanging Confidential Information shall be three (3) years from the date of full execution hereof (the "**Term**") and may be extended by written agreement signed by the parties. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto.
6. Publicity. Neither party shall disclose the existence or terms of this Agreement nor use the name, trademark, service mark or logo of the other party in any publicity, advertising or information which is disseminated to the general public without the other party's prior written approval.
7. Ownership. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to require the parties to enter into a research and/or business relationship or to grant either party any right, interest, or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by or licensed to the other party, whether or not it is part of the Confidential Information.
8. Representations. Each party warrants and represents that it or its holding company, subsidiary or affiliate owns the Confidential Information it is disclosing and it has the right to make such disclosures hereunder and that the terms of this Agreement are not inconsistent with other contractual and/or legal obligations it may have.



9. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters herein contained and supersedes any and all prior written or oral agreements or undertakings regarding such matters. This Agreement may be modified only by written agreement signed by the parties.
10. Governing Law/Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the rules thereof, conducted in Hadley, Massachusetts, or any other convenient forum agreed to in writing by the parties. The decision or award of the arbitrator shall be final and binding upon the parties.
11. Equitable Remedies. Each party acknowledges and agrees that the legal remedies available to any other party in the event of violation of the covenants and agreements made in this Agreement would be inadequate and that each party shall be entitled, without posting any bond or other security, to temporary, preliminary and permanent injunctive relief, specific performance and other equitable remedies in the event of such a violation, in addition to any other remedies which may be had at law or in equity.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one Agreement.



The parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

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| Executed for and on behalf of:                | Executed for and on behalf of:    |
| <b>HEPATITIS FOUNDATION<br/>INTERNATIONAL</b> | <b>REPUBLIC OF GEORGIA</b>        |
| Signed:                                       | Signed:                           |
| Name: Ivonne Cameron, CEO                     | Name: Tamar Techelidze, Counselor |