

BILATERAL CONFIDENTIALITY AGREEMENT

This agreement is entered into this 18 day of JULY, 2020 by and between Christian Bernard MAGNONGUI, with principal offices at

(“Company”) and Ennaid Therapeutics, LLC., a Georgia company, with principal offices at 2972 Webb Bridge RD, Alpharetta, GA 30009 (“Ennaid Therapeutics”).

Whereas, Ennaid Therapeutics and Company contemplate entering into a mutually beneficial relationship, and Ennaid Therapeutics and Company possess confidential and proprietary information that each wishes to disclose to the other subject to the terms and conditions of this Agreement. For purposes of this agreement, all information and materials which are disclosed by Ennaid Therapeutics and Company to each other shall be referred to herein as “Confidential Information”

Therefore, it is hereby agreed, in consideration for the disclosure of said Confidential Information, as follows:

1. Such Confidential Information shall be used for the purpose of determining a collaborative and mutually beneficial strategic partnership of Ennaid Therapeutics and Company if agreed to by Ennaid Therapeutics and Company.
2. Ennaid Therapeutics and Company agrees to disclose the Confidential Information only to those employees, officers, directors, advisors, consultants, agents and representatives with a direct need to know (collectively, “Representatives”) (which Representatives shall be directed by the receiving party to maintain the confidentiality of the Confidential Information) and shall, in no instance, except as otherwise permitted herein, disclose the same to any other third party for any purpose without the written consent of Ennaid Therapeutics. The receiving party shall be liable for any breach of this agreement by its Representatives who have received Confidential Information.
3. Ennaid Therapeutics and Company recognizes the confidential nature of the information and acknowledges that unauthorized disclosure to any third party would constitute an actionable breach of this Confidentiality Agreement, except as provided in Section 4 below.
4. The undertakings set forth in this Confidentiality Agreement do not refer to:
 - a. Information which is or becomes part of the public domain by publication or otherwise without the breach of this agreement by the receiving party;
 - b. Information that at the time of disclosure was possessed by the receiving party.

- c. Information, which is made available to the receiving party by a third party having the right to disclose the same;
 - d. Information, which is required to be disclosed by law.
 - e. Information, which is independently developed by the receiving party without the use of, or reference to, otherwise Confidential Information.
5. Ennaid Therapeutics and Company agrees to return all said Confidential Information received from the disclosing party, upon request, subject only to the proviso that Ennaid Therapeutics, and Company shall be permitted to make and retain one copy for its records. Ennaid Therapeutics and Company shall be bound by the terms of this Confidentiality Agreement for five (5) years from the date hereof.
6. The Confidentiality Agreement does not constitute a commitment or an obligation on the part of either party to enter into any other binding contractual agreement. In the event the parties decide to proceed further, both parties agree to negotiate in good faith an agreement for a scope of work.

The validity and interpretation of this Confidentiality Agreement shall be governed by the laws of the State of Georgia, United States of America.

Agreed to between the parties on the date first written above.

Ennaid Therapeutics, LLC

By: *George EC Davis*

Name: George Davis

Title: Officer

By: 

Name: *Christian B. MAGNONGUI*

Title: *Independent Researcher*