Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**") is made as of (the "**Effective Date**") by and between:

Altamira Medica AG, Peter Merian Strasse 90, 4052 Basel, Switzerland ("**Altamira**")

and

Full company name, company address ("**Short company name**")

(Altamira and Short company name hereinafter collectively, the "**Parties**" and each, a "**Party**")

Whereas, Altamira is developing medical devices for protection against airborne pathogens and allergens.

Whereas, Short company name is .

Whereas, the Parties intend to enter into discussions concerning related to Altamira's Bentrio product (the "**Subject**") for the purpose of discussing a potential business relationship related to the Subject (the "**Purpose**").

Whereas, in the course of such discussions, each Party may receive Confidential Information (as defined below) of the other Party.

Now, therefore, the Parties hereto agree as follows:

1. For the purpose of this Agreement, "**Confidential Information**" means the Purpose and any information related thereto as well as any non-public information related to a Party's or its Affiliates' (as defined below) business and/or operations, in each case notwithstanding the form in which or the medium on which such information is provided, and including, but not limited to, research, know-how, inventions, patent applications, trade secrets, forecasts, business plans, and all other non-public information.
2. This Agreement imposes no obligation upon the receiving Party with respect to Confidential Information which:
    a) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the receiving Party or its Agents (as defined below);
    b) the receiving Party knew at the time of disclosure, the prior knowledge of which it can document by prior written records;
    c) is obtained from a third party lawfully in possession of the Confidential Information and not in violation of any contractual or legal obligation with respect to the Confidential Information.

3. Each Party agrees that it will hold the Confidential Information of the other Party in strict confidence and that it will not disclose it to others except those Agents (as defined below) of such Party who need to have access to the Confidential Information to accomplish the Purpose. For the purpose of this Agreement "**Agent**" means each Party's and its respective Affiliates' directors, officers, employees and professional advisors, whereby a Party's "**Affiliate**" is a person controlled by, under common control with or controlling a Party.

4. The receiving Party agrees that it will ensure that the provisions of this Agreement are brought to the attention of each Agent to whom it discloses Confidential Information and to procure each such Agent's compliance with the provisions of this Agreement as if such Agent were a party to this Agreement.

5. The receiving Party agrees that it will establish and maintain appropriate controls and access to Confidential Information in such a manner as could reasonably be expected to prevent access by any unauthorised person.

6. The Parties shall be responsible for any breach of this Agreement by their Agents. Neither Party (nor any of its Agents) will, at any time, directly or indirectly make use of the other Party's Confidential Information, except for considering or evaluating the Purpose.

7. In providing Confidential Information, both Parties do not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Except as set forth in a definitive agreement, the disclosing Party shall not have any liability to the receiving Party relating to or resulting from the use of the disclosed Confidential Information or any errors therein or omissions therefrom.

8. Both Parties have exclusive authority to decide what Confidential Information is to be made available to the other Party.

9. Neither anything contained in this Agreement nor delivery of any of the Confidential Information of the disclosing Party shall be deemed to grant to the receiving Party any proprietary rights in the Subject or the Confidential Information of the disclosing Party, including but not limited to any rights or licenses under any patents or patent applications or to any know-how, technology, inventions or other intellectual property of the disclosing Party or its Affiliates.

10. This Agreement does not and is not intended to create a binding commitment by either Party to enter into a definitive agreement regarding the Purpose. The termination of the discussions relating to the Purpose by a Party shall not entitle the other Party to any compensation or damages.

11. Upon the disclosing Party's written request, the receiving Party will within 10 business days return or destroy all Confidential Information received from the disclosing Party, together with all copies thereof, and confirm such destruction in writing (if applicable), except for one (1) copy which may be retained for archival purposes, regulatory purposes, or to demonstrate the satisfaction of its obligations hereunder only. Subject to the limitations on disclosure and use provided in this Agreement, the receiving Party shall not be obliged to erase or destroy Confidential Information retained through routine back-up archival electronic storage in the ordinary course of business.

12. This Agreement shall govern the exchange of Confidential Information by the Parties during a two (2) year term ("**Term**") commencing on the Effective Date. The Term may be extended by written agreement of the Parties.

13. The non-use and nondisclosure provisions set forth herein shall apply during the Term and shall continue in effect for a period of five (5) years following expiration of the Term. For the retained back-up in the ordinary course of business in accordance with clause 11 above, this Agreement shall remain in force perpetually.

14. Short company name agrees that Altamira and any Affiliate of Altamira may enforce the rights set forth herein against Short company name should the Confidential Information in question be the property of such Affiliate.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile, documents executed, scanned and transmitted electronically and other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

16. This Agreement (including its appendices) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any agreement or understanding with respect to the subject matter hereof that may have been concluded between any of the Parties prior to the date of this Agreement.

17. This Agreement shall be governed by, and construed in accordance with the laws of Switzerland excluding its conflict of law rules.

Altamira Medica AG

_____
Place and Date

_____
Name: Philip Winzeler
Function: CEO

Full company name

_____	_____
Place and Date	Place and Date
_____	_____
Name: Function:	Name: Function: