
Confidentiality Agreement

This Confidentiality Agreement (hereinafter referred to as “**this Agreement**”) is executed by the [SUSTech-BIO] team (hereinafter referred to as the “**Disclosing Party**” or “**Company**”) and [] (hereinafter referred to as the “**Receiving Party**”), and shall become effective upon the date of execution by both parties.

The Disclosing Party engages the Receiving Party to provide financial advisory services related to the financing of a project proposed by the Disclosing Party (hereinafter referred to as “the Project”). For this purpose, the Company, its directors, officers, employees, representatives, and/or agents (including but not limited to attorneys, accountants, consultants, and financial advisors) (collectively referred to as the “Representatives”) shall provide information concerning the Company to the Receiving Party and its Representatives, either orally or in writing.

1. Confidential Information. For purposes of this Agreement, “Confidential Information” means all proprietary, non-public, and confidential information relating to the Project provided by the Disclosing Party and its authorized representatives to the Receiving Party (including but not limited to written documents, electronic media materials, and audio-visual recordings).

2. Non-Confidential Information. Confidential Information under this Agreement excludes the following: (1) information already known to the Recipient prior to disclosure by the Company or prior to any confidentiality commitment made by the Recipient for this Project; (2) information that is or becomes publicly available through no breach of this Agreement by the Recipient or any Representative; (3) Information obtained by the Recipient or its representatives from a third party, where the Recipient is aware that no confidentiality obligation exists between such third party and the Company; and (4) Information independently developed by the Recipient or another Information Recipient (as defined in Section 3 of this Agreement) without breaching any obligation of the Recipient under this Agreement.

3. Confidentiality Obligations. The Recipient agrees to use Confidential Information solely for the purposes of this Project and not for any other purpose. Confidential Information shall be kept confidential by the Recipient in accordance with the terms of this Agreement and shall not be disclosed except: (1) with the prior written authorization of the Disclosing Party; (2) as required by law, regulation, or judicial process; and (3) to the Recipient's employees involved in this Project (collectively, “Information Recipients”) to the extent necessary for such employees to perform their duties related to this Project.

The Parties agree that, except for disclosure to Information Recipients, neither Party shall disclose to any other person without the prior written consent of the other Party: (1) the fact that an investigation, discussion, or negotiation regarding a potential transaction is underway; (2) the fact that the Recipient and/or any of its representatives has obtained Confidential Information from the Company, or that Confidential Information has been provided by the Company; or (3) any terms, conditions, or other facts regarding any such potential transaction, including its progress status, except where disclosure is necessary to comply with applicable laws, regulations, or legal or judicial proceedings upon the advice of counsel. The term “person” as used herein shall be broadly interpreted to include the media and any corporation, company, group, partnership, or other entity or individual.

Within ten (10) days of written request by the Disclosing Party, the Receiving Party shall return all information related to the Project provided by the Disclosing Party to the Receiving Party, along with any copies, translations, or other materials, data, documents, or copies generated by the Receiving Party in connection with the Project. The parties understand and agree that no contract or agreement for any specified transaction shall be deemed to exist between the Recipient and the Company prior to the execution and delivery of a final, legally binding definitive agreement. Unless otherwise agreed in writing between the Recipient and the Company, neither party shall have any legal obligations relating to the investment other than the legal duty of confidentiality regarding the Confidential Information as defined in Section 2 of this Agreement.

4. Term of Agreement. This Agreement shall remain in effect until the earlier of: (1) the completion of cooperation between the Recipient, its affiliates, and the Company pursuant to the final definitive agreement; or (2) the expiration of one year from the date of execution of this Agreement.

5. Breach. Any failure by a party to perform or to perform as agreed any term under this Agreement shall constitute a breach. If a party breaches this Agreement, the non-breaching party shall have the right to demand compensation from the breaching party for direct economic losses incurred by the non-breaching party as a result of the breach (including but not limited to attorneys' fees and other reasonable expenses incurred in investigating the breach), and may take other necessary remedial measures.

6. Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of the People's Republic of China. Any dispute or controversy arising out of or in connection with this Agreement shall be resolved through friendly consultation. If consultation fails, either party may submit the dispute to arbitration. The arbitration award shall be final and binding on all parties.

7. Waiver of Rights. The parties agree that the failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not constitute a waiver of such right, power, or privilege, and no single or partial exercise shall preclude any other or further exercise or any exercise of any right, power, or privilege under this Agreement.

8. Invalidity of Provisions. If any provision of this Agreement is determined to violate any law, regulation, rule, order, or decree of any governmental authority, court, administrative agency, or exchange, such invalidity shall not be deemed to affect the validity of any other provision of this Agreement or the remaining provisions hereof, and such invalid provision shall be deemed deleted from this Agreement to the minimum extent necessary to eliminate such violation.

9. Modification of Agreement. No waiver, modification, or assignment of this paragraph or any other provision of this Agreement shall be effective unless agreed to in writing by both parties to this Agreement, and such agreement shall expressly refer to this paragraph (or such other provision) and explicitly state the waiver or modification.

10. Assignment and Succession. This Agreement and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the successors and assigns of the parties.

11. Agreement Text. This Agreement is executed in duplicate, one copy for each party, each copy being equally valid.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the parties, have executed this Agreement on the date first above written.
(No text below)

(This page is the signature page of the Confidentiality Agreement)

【 】 Team

Signature of Representative: _____

【 】

Signature of Representative: _____

Date of Signing: Year Month Day