



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made on \_\_\_\_\_ (the “Effective Date”) by and between ALBANY MOLECULAR RESEARCH, INC. (together with its subsidiaries, hereinafter collectively referred to as “AMRI”) having a business address at 26 Corporate Circle, Albany, New York 12203 and \_\_\_\_\_ (hereinafter referred to as “COMPANY”) having a business address at \_\_\_\_\_ concerning the disclosure of information relating to a possible business relationship between AMRI and COMPANY (each referred to as a “party” and collectively “parties”).

1. In course of such discussions, it is expected that parties may receive or have access to certain information concerning the other party, i.e., financial data, marketing plans, and other business and/or technical information, and/or material (hereinafter referred to as “Confidential Information”). All Confidential Information shall be identified as being “Confidential” or otherwise marked to indicate the confidential nature thereof. With respect to information which the disclosing party regards as such Confidential Information and which makes available by means other than in documentary form, the disclosing party shall within thirty (30) days of its disclosure summarize the same in writing, with a written designation of the proprietary and confidential subject matter. In order to protect each party’s interests in such Confidential Information, AMRI and COMPANY agree to accept the same subject to the conditions set forth herein.
2. In consideration of one party (the “Discloser”) disclosing Confidential Information to the other party (the “Recipient”) Recipient shall protect the Confidential Information against disclosure to or use by third parties, and shall use the same standard of care that the Recipient applies to protect its own Confidential Information (but which in any extent shall not be less than a reasonable standard of care), and shall not use the Confidential Information except for the evaluation of a possible business relationship between the parties. The restrictions of this Agreement shall apply to information received by Recipient from Discloser whether said information is received by Recipient from Discloser orally, visually or in written or sample form.
3. Recipient warrants that each of its employees, directors, officers and consultants to whom any of the Confidential Information is revealed shall previously have been informed of the confidential nature of the Confidential Information and have agreed to be bound by the terms and conditions of this Agreement applicable to Recipient. Recipient shall ensure that the Confidential Information is not used or disclosed by such employees except as permitted by this Agreement and shall be responsible for any breach of this Agreement.
4. All of the Confidential Information shall remain the property of Discloser. Upon the written request of Discloser, all tangible Confidential Information, including all copies thereof, shall be promptly delivered to Discloser, except that the Recipient may retain one (1) copy of the Confidential Information to ensure compliance hereunder.

5. The obligations of confidentiality and non-use set forth in this Agreement shall not apply to any portion of the Confidential Information which:
  - (a) at the time of disclosure to Recipient is published, known publicly or is otherwise in the public domain;
  - (b) after disclosure to Recipient is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of Recipient;
  - (c) prior to the time of disclosure to Recipient, is known to Recipient, as evidenced by its written records;
  - (d) has been disclosed to Recipient in good faith by a third party who was not, or is not, under any obligation of confidence or secrecy to the other party at the time said third party discloses to Recipient;
  - (e) is independently developed by employees, agents, or contractors of Recipient without use of or reliance on the Confidential Information; or
  - (f) is disclosed by Recipient pursuant to a requirement of law, provided that Recipient has complied with the provisions set forth in paragraph 6.
6. If Recipient becomes legally required to disclose any of the Confidential Information, Recipient shall give Discloser prompt notice of such fact so that Discloser may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. Recipient shall reasonably cooperate with Discloser in connection with Discloser's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or Discloser waives such compliance, Recipient shall make such disclosure only to the extent that such disclosure is legally required and shall use reasonable efforts to have confidential treatment accorded to the disclosed Confidential Information.
7. Recipient acknowledges that Discloser makes no representation or warranty as to reliability, accuracy or completeness of any of the Confidential Information. Recipient agrees that neither Discloser nor any of Discloser's agents, representatives or employees shall have any liability to Recipient arising from the Confidential Information.
8. Nothing herein shall be construed as giving Recipient any right, title, interest in or ownership of the Confidential Information.
9. For the purposes of this Agreement, specific information disclosed as part of the Confidential Information shall not be deemed to be in the public domain or in the prior possession of Recipient merely because it is embraced by more general information in the public domain or by more general information in the prior possession of Recipient.
10. This Agreement constitutes the entire agreement between AMRI and COMPANY relating to confidential treatment and use of Confidential Information, and supersedes and replaces all prior writings, discussions and rights relating thereto; and no obligation of any kind relating thereto is assumed by or implied against either party hereto except for those obligations expressly stated herein. This Agreement may only be amended by a written

instrument signed by both parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts entered into and wholly to be performed within the State of New York.
12. The parties have no obligation under this Agreement to purchase any service or item from the other party or to offer for sale or to sell any products using or incorporating the Confidential Information. Any negotiations toward a further agreement shall be subject to a contract between the parties.
13. The parties shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the other party or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
14. Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.
15. This Agreement shall be binding upon AMRI and COMPANY and shall inure to the benefit of their respective successors and assigns.
16. This Agreement shall terminate on the date which is three (3) years after the Effective Date. The confidentiality obligations imposed hereunder shall begin from the Effective Date and shall continue in force for a period of five (5) years from the Effective Date.
17. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected and each remaining term or provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

In WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

ALBANY MOLECULAR RESEARCH, INC. \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_