For illustrative purposes only. This sample contains terms representative of a Confidential Disclosure Agreement, but any such agreement may be subject to change.

Version: October 2026

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") by and between [COMPANY NAME], a company organized under the laws of [STATE/COUNTRY OF INCORPORATION], having an office at [COMPANY ADDRESS] ("Company") and President and Fellows of Harvard College, having an office at 1350 Massachusetts Avenue, Suite 727E, Cambridge, Massachusetts 02138 ("Harvard").

1. Background. Company is interested in disclosing to Harvard's Office of Technology Development ("OTD") and Dr. _____ ("Researcher") certain information relating to _____ (the "Company Field"), and Harvard is interested in disclosing to Company certain information relating to _____ (the "Harvard Field"), for the sole purpose of enabling Harvard and the Company to evaluate the possibility of entering into a research or business relationship with each other with respect thereto (the "Purpose"). As used below, "Receiving Party" refers to either party that receives Confidential Information hereunder from the other party and "Disclosing Party" refers to such other party disclosing such Confidential Information hereunder.

2. Definition. "Confidential Information" means any scientific, technical, trade or business information (a) relating to the Company Field that is disclosed by or on behalf of Company to a representative of OTD or to Researcher or (b) relating to the Harvard Field that is disclosed by or on behalf of Harvard (including by OTD or Researcher) to Company; provided that in either of cases (a) or (b), such information is marked as confidential or (if disclosed orally) is reduced to a written summary marked as confidential and delivered by the Disclosing Party to the Receiving Party within thirty (30) days after disclosure. Notwithstanding the foregoing, information that is disclosed hereunder shall be considered "Confidential Information" if the nature of the information or the circumstances surrounding its disclosure would lead a reasonable person in the relevant industry to believe that such information should be treated as confidential. Company shall not share with Harvard any information, materials or technical data that are included in the United States Munitions List and subject to the International Traffic in Arms Regulations or are included in the Commerce Control List and are subject to the Export Administration Regulations. No tangible research materials, including any biological or chemical substances, shall be transferred under this Agreement. Any transfer of materials between the parties must be preceded by a separate material transfer agreement. Notwithstanding the above, the Receiving Party's obligations with respect to "Confidential Information" it receives hereunder shall not apply to information to the extent such information: (i) was known to the Receiving Party at the time it was disclosed, other than by previous confidential disclosure by or on behalf of the Disclosing Party, as evidenced by the Receiving Party's written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement by the Receiving Party; (iii) is lawfully and in good faith made available to the Receiving Party by a

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third party who is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (iv) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence.

3. Nondisclosure of Confidential Information. Without the Disclosing Party's prior, express written consent, the Receiving Party shall not directly or indirectly disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information it receives hereunder. The Receiving Party may disclose the Confidential Information it receives hereunder only to persons within its organization who have a need to receive such Confidential Information in order to further the Purpose and who agree to confidentiality and non-use obligations with respect to the Confidential Information comparable to those set forth in this Agreement.

4. Required Disclosure. If required by law, the Receiving Party may disclose the Confidential Information it receives hereunder to a governmental authority or by order of a court of competent jurisdiction, provided that (a) the Receiving Party shall, to the extent legally permissible, promptly notify the Disclosing Party and, at the Disclosing Party's expense, take reasonable steps to assist the Disclosing Party in contesting such request, requirement or order or otherwise protecting the Disclosing Party's rights and (b) the Receiving Party shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

5. Limitation on Use of Confidential Information. Without the Disclosing Party's prior, express written consent, the Receiving Party shall not use the Confidential Information it receives hereunder for any purpose, other than the Purpose. The Receiving Party shall not, and shall not permit any third party to, use the Confidential Information it receives hereunder, or any portion or derivative thereof, to train, fine-tune, improve, modify, develop, or enhance any artificial intelligence or machine learning system or tool (including any large language model) that is trained on data and is capable of generating, synthesizing, or inferring outputs autonomously or semi-autonomously, or any derivative of any such system or tool. Nothing in this Section restricts the Receiving Party's use of ordinary computational, statistical or analytical tools or methods in furtherance of the Purpose.

6. Ownership. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in the Confidential Information it receives hereunder or to any patent, copyright, trademark or other intellectual property right related thereto.

7. Disclaimer. The Disclosing Party makes no representation or warranty as to accuracy, completeness, condition, suitability or performance of the Confidential Information it discloses hereunder. The Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the Receiving Party's use of the Confidential Information it receives hereunder.

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8. Termination; Return of Confidential Information. The term of this Agreement shall commence on the Effective Date and expire on the date that is two (2) years later. Either party may terminate this Agreement sooner upon thirty (30) days prior written notice to the other party. In any event, the Receiving Party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the Effective Date. Upon termination of this Agreement, or sooner upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all of the Confidential Information it has received hereunder and return or destroy all copies, summaries, synopses and abstracts of such Confidential Information in its possession (whether in written, graphic or machine-readable form), except that the Receiving Party may keep one copy of the Confidential Information it has received hereunder in its confidential files solely for the purpose of monitoring its rights and obligations under this Agreement.

9. Other Agreements. Any collaborative research to be conducted by Harvard and Company ("Research") shall be subject to the terms of a separate research agreement ("Research Agreement") to be entered into by the parties; provided that nothing in this Agreement shall require either party to enter into any transaction or to execute any agreement. Nothing in this Agreement shall limit in any way Harvard's ability to publish Research results pursuant to the terms of such Research Agreement. The parties agree that if they enter into a Research Agreement, the terms of such Research Agreement shall control in the event of a conflict between the terms of this Agreement and the terms of the Research Agreement.

10. Miscellaneous. This Agreement may not be assigned or transferred by either party without the other party's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts, without restricting any right of appeal. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be executed and delivered by electronic signature or electronic transmission, which shall be deemed an original. Neither party shall use the name, trademark, service mark, logo or other identifying characteristic ("Name") of the other party or any of its affiliates, or any of its or their respective directors, trustees, officers, appointees, employees, staff, representatives or agents, in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose Name is to be used.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

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Version:
October 2026

President and Fellows of Harvard College	[Company Name]
By: _____	By: _____
Name: Richard L. Alcock	Name: _____
Title: Sr. Assoc. Dir. of Technology Transactions	Title: _____

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