

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into with an effective date of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_ (referred to herein as "\_\_\_\_\_") and Chemo Dynamics, Inc. with a place of business at 3 Crossman Road South, Sayreville, New Jersey 08872 (referred herein as "Chemo") also individually referred to herein as the "Party" or collectively, the "Parties".

WHEREAS, representatives of \_\_\_\_\_ and representatives of Chemo intend to hold preliminary discussions concerning a potential business relationship Chemo and \_\_\_\_\_.

WHEREAS, during these discussions representatives of each Party plan to meet and may disclose or reveal to the other parties, either in writing or otherwise, confidential information as to their respective businesses that would be helpful in evaluating such business relationship (the "Evaluation");

WHEREAS, the Parties to this Agreement desire to agree to keep such discussions and information confidential;

NOW, THEREFORE, in consideration of the mutual covenants, and promises, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged by the Parties, the Parties agree as follows:

1. "Confidential Information" as used herein shall mean that technology, know-how, trade secrets, marketing strategies, financial condition, proprietary, and confidential information, information, data documentation, and devices disclosed by \_\_\_\_\_ to Chemo or by Chemo to \_\_\_\_\_ relating to specified compounds or to the chemical/pharmaceutical business or operations of \_\_\_\_\_ or Chemo in any way, whether in written, oral, intangible, or tangible form. Confidential Information disclosed in tangible form shall be clearly marked as confidential. Confidential Information which is disclosed orally or in other intangible form, such as a visit to the Chemo facility, shall be identified as confidential at the time of the disclosure, and shall be confirmed in writing, clearly marked as confidential, within thirty (30) days of the date of disclosure. Notwithstanding the foregoing, however, it is expressly agreed that customer lists and information and personnel information shall constitute Confidential Information, regardless of whether the same is marked as confidential.

2. For a period of ten (10) years from the date hereof (the "Confidentiality Term") \_\_\_\_\_ and Chemo agree to retain in confidence, and to insure that their respective employees, consultants, professional representatives, and agents retain in confidence, all Confidential Information transmitted to it by the other, and no Party will use or disclose to others (other than for use in the Evaluation), or permit the use or disclosure of, any Confidential Information obtained from or revealed by the other Parties, except for information which:

(a) is or becomes known publicly through no fault of a receiving Party;

(b) is learned by a receiving Party from a third party, unless the receiving Party knew or should have known that such third party is not entitled to disclose it;

(c) was already known to a receiving Party before receipt from the disclosing Party as shown by prior written records; or

(d) is subsequently developed by a receiving Party independent of information received from a disclosing Party as shown by written records.

3. The receiving Parties agree to limit access to information provided under this agreement to those persons within its organization, and such consultants, professional representatives and agents who have a need to know such information in connection with the Evaluation.

4. The receiving Party may disclose Confidential Information to any government authority or agency as required by law or pursuant to a subpoena or government request; provided that the disclosing parties are provided with prompt notice thereof.

5. In order to further protect the Confidential Information and the rights of the parties thereto, \_\_\_\_\_ agrees, during the Confidentiality Term, not to solicit or accept business from, or engage in business with, any customer of Chemo identified or disclosed during or as a result of the Evaluation or the disclosure of Confidential Information. Further, \_\_\_\_\_ and Chemo agree, during the Confidentiality Term, not to employ or retain, directly or indirectly, as employees, contractors, or consultants, any of the employees, contractors, or consultants of the other party identified or disclosed during or as a result of the Evaluation or the disclosure of Confidential Information.

6. Neither the holding of such discussions between \_\_\_\_\_ and Chemo, nor the exchange of such information, shall be construed as an obligation of either party to refrain from engaging at any time in the same or any business similar or dissimilar to the business in which the other is now engaged.

7. Neither \_\_\_\_\_ nor Chemo shall, without the prior written consent of the other, make any statement, or any public announcement, or any release to trade publications or to the press, or make any statement to any supplier, competitor, customer, or any other third party, with respect to such discussions, except as may be necessary to comply with the requirements of any law, governmental order, or regulation.

8. No right or license under any patent is granted hereunder expressly or by implication.

9. Except for this Confidentiality Agreement, neither \_\_\_\_\_ nor Chemo shall be committed in any way with respect to the matters to be discussed by them,

unless and until a formal agreement with respect thereto is executed, pursuant to due authorization of their respective companies.

10. \_\_\_\_\_ and Chemo each hereby confirm that any information disclosed to the other parties, or any discussions held between them, prior to the acceptance of this Agreement, shall be subject to the terms of this Agreement.

11. This Agreement shall be effective as of the date of acceptance and shall expire six (6) months thereafter unless terminated earlier by either of the parties upon thirty (30) days' prior written notice to the other parties, but such expiration or termination shall not relieve the parties of any obligation of confidentiality or non-use created hereunder prior to expiration of the Confidentiality Term, under Section 2.

12. Upon written request from a disclosing Party, the other Parties shall return all copies of the Confidential Information and shall destroy all notes, reports, analyses, studies and other materials based on such Confidential Information. Notwithstanding any language contained herein to the contrary, however, each Party may retain one copy of the Confidential Information for compliance, legal and archival purposes, and their obligations under this Agreement.

13. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without regard to conflicts of laws principles, and any suit, action or legal proceeding arising out of or relating to this Agreement may be brought only in a court location in Middlesex County, New Jersey.

CHEMO DYNAMICS, Inc \_\_\_\_\_

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

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

Name:

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

Title:

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

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

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