

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (this "Agreement"), is effective as of \_\_\_\_\_, 20\_\_\_\_, by and between **BioMed Laboratories, LLC**, a Texas Limited Liability Company with its principal place of business located at 8181 Eastpoint Drive, Suite 500, Dallas, TX 75227, and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

The purpose of this Agreement is to protect Confidential Information (as defined below) which the parties have disclosed or elect to disclose to one another for the purpose of evaluating a potential business relationship or transaction between the parties as may be mutually agreed by them. This Agreement does not obligate either party to disclose information hereunder. In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows.

1. **Confidential Information.** As used in the Agreement "Confidential Information" means any confidential or proprietary information of a party including, but not limited to, Confidential Information that relates to formulas, specifications, know-how, trade secrets, products, customers and prospective customers, vendors, manufacturing and operational procedures, training methods and materials, management information and materials, marketing methods and materials, pricing data and methods, financial information, and business techniques. Confidential information includes information that is provided in any format, including but not limited to, information provided orally, visually, in writing, or in electronic format. All Confidential Information provided by a party to the other party in furtherance of the contemplated business of the contemplated business relationship or transaction shall be presumed to constitute Confidential Information unless such information (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, (ii) prior to or after the time of disclosure, becomes part of the public knowledge or literature other than as a result of a breach of this Agreement, or (iii) is approved for release by the disclosing party. Confidential Information shall not be deemed to be within one or more of the foregoing exceptions merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components of combinations are now or hereafter become publicly known.
2. **Non-disclosure Obligations.** Each party shall maintain in confidence the Confidential Information obtained from the other party and use such Confidential Information only for the purposes stated above. Such Confidential Information shall be identified in writing as "Confidential", marked "Confidential" by the disclosing party or, if presented orally or visually, shall be in as "Confidential" by the disclosing party within thirty (30) days of oral or visual disclosure. Each party agrees not to use or disclose the Confidential Information except as allowed in the Agreement, agrees to treat the Confidential Information disclosed to it by the other party with the same degree of care as it does in protecting its own confidential and proprietary information, and agrees that the information shall be disclosed within the recipient company only on a need-to-know basis.

Information subject to the confidentiality obligations of this Agreement shall include, but not be limited to, the fact of the relationship between the parties hereto, and the disclosures made pursuant to the Agreement.

If any party becomes legally compelled to disclose Confidential Information of the other, the party so compelled shall promptly notify the other party and shall cooperate with the other party in securing a protective order or any similar action taken to maintain the confidentiality of such Information, which it is legally required to furnish.

3. **Return or Destruction of Confidential Information.** All written, printed, electronically stored or other tangible documents, samples and materials submitted by one party to the other hereunder, and all copies thereof remaining in the receiving party's possession, shall be returned to the disclosing party and electronic media erased upon the disclosing party's request or upon termination of the Agreement.

4. **Injunctive Relief.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages alone would be inadequate to compensate the other party for breach of any covenant or Agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party in that, in addition to any other remedies that may be available at law or are provided for herein, in equity, or otherwise, the non-breaching party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
  
5. **No Grant of Rights to Intellectual Property.** Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights to either party under the patents, formulas, specifications, know-how, trade secrets or other intellectual property of the other party except to the extent expressly set forth herein, nor as giving rise to any obligation on the part of either party to supply or to purchase any goods or services to the other party.
  
6. **Relationship.** This Agreement does not establish a partnership, joint venture, license to any technology or other business relationship, nor does it obligate any party to enter into such a relationship or agreement.
  
7. **Termination of Agreement.** Either party may at any time upon written notice terminate this Agreement; otherwise participation by the parties in the review or evaluation shall end and this Agreement shall terminate five (5) years from the effective date of this Agreement. Termination of this Agreement for any reason shall not relieve either party of the obligations of confidentiality, non-disclosure and nonuse respecting Confidential Information disclosed to such party for a period of five (5) years from the effective date of this Agreement.
  
8. **Entire Agreement Governing Law, Binding Effect.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject hereof. This Agreement shall be governed by the laws of the State of Texas, U.S.A. pertaining to contracts made and performed within the state, without recourse to any conflicts of laws principles. This Agreement shall be binding upon the parties hereto and their successors in business, but shall not otherwise be assignable.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement effective the date first above written.

**BioMed Laboratories, LLC**

\_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

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

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

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

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