

RECIPROCAL CONFIDENTIALITY AGREEMENT

This Agreement, effective this _____ (the “Effective Date”), by and between **Boston Institute of Biotechnology, LLC**, 225 Turnpike Rd. Southborough MA 01772 (the **Party A**) and **Company Name**, Address (the **Party B**)

Party A and Party B are sometimes hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, Party A and Party B wish to exchange proprietary and/or confidential information regarding _____ project for the purpose of considering how such could be used by each for their respective mutual benefit in connection with and relating to a potential business arrangement with respect to same (the “Potential Project”).

NOW, THEREFORE, in consideration of the foregoing premises and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Term. This Agreement shall terminate on _____ (the “Expiration Date”). This Agreement applies to Confidential Information disclosed on and after the Effective Date and prior to the Expiration Date. The expiration or earlier termination of this Agreement shall not relieve Receiving Party from the obligations of confidentiality, non-disclosure and non-use set forth herein. All such obligations shall remain in full force and effect for the duration of this Agreement and for a term of _____ years from the earlier of the Expiration Date or the date of termination of this Agreement (the “Termination Date”).

2. Scope of Confidential Information.

(a) Both Parties agree that “Confidential Information” means all information furnished by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) from and after the Effective Date until the earlier of the Expiration Date or Termination Date, including without limitation, any and all trade secrets, know-how, designs, formulations, ingredients, samples, processes, machines, processing and control information, product performance data, manuals, supplier lists, customer lists, purchase and sale records, price and pricing information, marketing information and computer programs, whether developed by a Disclosing Party or furnished to the Disclosing Party by a third party.

(b) Confidential Information does not include any information which:

(i) is in the public domain at the time of disclosure by the Disclosing Party;

(ii) becomes part of the public domain by publication or otherwise after disclosure by the Disclosing Party, other than by unlawful act or omission of, or breach of this Agreement by, the Receiving Party;

(iii) was lawfully in the Receiving Party's or any of its Affiliates' possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing

Party, as evidenced by the Receiving Party's written records which pre-date the date of disclosure by the Disclosing Party to the Receiving Party; or

(iv) is lawfully provided to the Receiving Party or any of its Affiliates, without restriction as to confidentiality or use, by a third party lawfully entitled to possession of such Confidential Information, or

(v) is independently developed by employees or agents of the Receiving Party without reliance upon or use of the Confidential Information of the Disclosing Party, as evidenced by the Receiving Party's written records.

(c) Specific information shall not be deemed to be within an exception set forth in this paragraph merely because it is embraced by general information within the exception, nor shall a combination of elements of information be deemed to be within such an exception merely because the individual elements of the combination are within the exception. Further, if any portion of Confidential Information falls within one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements and confidentiality obligations set forth herein.

3. Obligations of Party B. Except as set forth in Paragraph 5 below, Party B shall (i) not disclose Confidential Information disclosed by Party A to Party B to another party or entity, other than any Affiliate (as defined below) of Party B, and (ii) use the Confidential Information only for the purposes of evaluating the Potential Project. For purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any corporation, partnership, limited liability company or other legal entity which, directly or indirectly, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the term "Control" as applied to a Party or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of such Party or entity, whether through ownership of voting securities or otherwise.

4. Obligations of Party A. Except as set forth in Paragraph 5 below or unless Party A has received the prior written consent of Party B, the Party A shall (i) not disclose to any party or entity any Confidential Information disclosed by Party B, (ii) use the Confidential Information only for the purposes of evaluating the Potential Project.

5. Security Procedures. Subject to the provisions of Paragraph 3 or Paragraph 4 above, as applicable, above, each Receiving Party agrees to (i) institute and maintain security procedures to identify and account for all copies of Confidential Information of the Disclosing Party and (ii) limit disclosure of the Disclosing Party's Confidential Information to its officers, directors, employees, agents, consultants and independent contractors having a need to know such Confidential Information for purposes of evaluating the Potential Project; provided that such officers, directors, employees, agents, consultants and independent contractors are informed of the terms of this Agreement and are subject to obligations of confidentiality, non-disclosure and non-use similar to those set forth herein.

6. Government-Required Disclosure. If a duly constituted government authority, court or regulatory agency orders that a Party hereto disclose information subject to an obligation under this Agreement, such Party shall comply with the order, but shall notify the other Party as soon

as possible, so as to provide the said Party an opportunity to apply to a court of record for relief from the order.

7. Termination. Either Party to this Agreement may terminate discussions and/or disclosures hereunder upon thirty (30) days' prior written notice to the other Party. Thereafter, each Receiving Party shall return to each Disclosing Party all Confidential Information and/or documents which it received and which were delivered hereunder, together with all copies and extracts therefrom, and together with the Receiving Party's certification of such return; provided, however, that each Receiving Party shall be entitled to retain one (1) copy of Confidential Information for archival purposes only.

8. Injunctive Relief. Each Party hereto expressly agrees that any breach or threatened breach of the undertakings of confidentiality provided hereunder by a Party may cause irreparable harm to the other Party (the "Non-Breaching Party") and that money damages may not provide a sufficient remedy to the Non-Breaching Party for any breach or threatened breach. In the event of any breach and/or threatened breach, then, in addition to all other remedies available at law or in equity, the Non-Breaching Party shall be entitled to seek injunctive relief and any other relief deemed appropriate by the Non-Breaching Party.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to its choice of law rules. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of the remainder of this Agreement, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. No License/No Further Obligation. No license under any copyright, trademark or patent now or hereafter obtained, or for any information provided hereunder, is granted, agreed to be granted or implied by either Party under this Agreement. Nothing in this Agreement shall be construed as an obligation on the part of either Party to enter into any further agreements with respect to the subject matter hereof with the other or any third party.

11. Entire Agreement/Miscellaneous. This Agreement sets forth the rights and duties of the parties with respect to the subject matter hereof and their entire understanding in regard thereto, and merges all representations and promises. It may be amended only by another written agreement duly executed by the parties. Nothing in this Agreement is intended to imply or implies a grant of any license with respect to the Potential Project or any part or process thereof. Neither Party hereto makes any express or implied representation or warranty with respect to Confidential Information disclosed or any use thereof by the Receiving Party. Neither Party shall have the right to assign this Agreement without the express written consent of the other. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns. No waiver by either Party of any default by a Party (the "Defaulting Party") shall be effective unless provided in writing by the non-Defaulting Party and no such waiver by a non-Defaulting Party shall be deemed to be a waiver of any prior, subsequent or future default.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

Party A

Signature: _____

Name: _____

Title: _____

Date: _____

Party B

Signature: _____

Name: _____

Title: _____

Date: _____