

Mutual Agreement of Confidentiality and Non-use

THIS AGREEMENT OF CONFIDENTIALITY AND NON-USE (this "Agreement") is made on, _____ by and between **BINDER BIOMEDICAL, INC.**, a Florida corporation, and _____ ("OTHER PARTY").

WHEREAS, COMPANY and OTHER PARTY are considering a potential business relationship or transaction (the "Discussions") under which each party may provide proprietary and confidential information to the other party (for purposes of this Agreement, the party which provides any such information shall be referred to as the "Discloser," and the party which receives the information shall be referred to as the "Recipient").

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants, terms, and conditions set forth below, COMPANY and OTHER PARTY, intending to be legally bound, hereby agree as follows:

1. Recipient agrees to receive in confidence from Discloser any and all information which is provided in the course of the Discussions and which relates to Discloser, Discloser's businesses, and Discloser's affiliates and their respective businesses (collectively, the "Information"). Information shall also include the proprietary information of Discloser's related parties, including any parent company, subsidiary, affiliated company, partnership, or joint venture of Discloser, as well as any and all derivatives of the Information. Consideration for this agreement is the receipt of the Information and the fact of its disclosure to Recipient. The receipt and sufficiency of the consideration are hereby acknowledged. Recipient agrees that it will:
 - a. Not use any of the Information in any way except for the purpose of internal evaluation of the proposed business relationship or transaction with Discloser or such other purpose as may be permitted by a subsequent written agreement of the parties. Recipient further agrees not to use the information for its benefit or the benefit of anyone else other than Discloser, except as permitted in writing by Discloser. Recipient further agrees that it will not, under any circumstance, use the Information against the interests of Discloser in any way or manner. Recipient will not file any copyright registrations, patent applications, or similar registrations of ownership on Discloser's Information or on any invention, technology, development, or information that utilizes or incorporates Discloser's Information, and in the event that Recipient does so in violation of this Agreement, Recipient will assign to Discloser such registrations or applications.
 - b. Not disclose any of the Information in any manner, unless given written permission to do so by Discloser. Recipient agrees to use a high degree of care in safeguarding the confidentiality of the Information. Recipient agrees not to make any copies of any Information provided by Discloser, except as may be permitted in a separate written document by Discloser, and further agrees to return all such Information, both originals and copies, to Discloser upon oral or written request.
2. The Recipient may only disseminate the Discloser's Information to its Representatives who have been informed of the Recipient's obligations under this Agreement and are bound by an obligation of confidentiality and non-use with respect to the Discloser's Information at least as broad in scope as the Recipient's obligations under this Agreement. The Recipient agrees to reasonably restrict disclosure of the Discloser's Information to the smallest number of the Recipient's Representatives which have a need to know the Information. The Recipient shall be responsible for enforcing this Agreement as to the Recipient's Representatives and shall take such action (legal or otherwise) to the extent necessary to cause them to comply with this Agreement. For purposes of this Agreement, Recipient's "Representatives" shall consist of the directors, officers, employees, financial advisors, accountants, attorneys, consultants, parent companies, and subsidiaries of the Recipient. Recipient acknowledges that the Information is valuable information, either technical or nontechnical, of use in Discloser's trade or business, and that adverse use or disclosure by Recipient will harm Discloser economically.
3. Recipient acknowledges that all or some of the Information may constitute a trade secret under the law and agrees to be bound by the law of unfair competition and trade secrets of the State of Florida as to that portion of the Information and also by the contractual provisions above as to all of the Information.
4. Recipient acknowledges and agrees that all Information shall remain the property of the Discloser. Nothing in this Agreement shall restrict Discloser from using, disclosing or disseminating its own Information in any way. Recipient agrees that unless and until it enters into a separate written agreement with Discloser, Recipient shall have no rights whatsoever under any patent, trademark, copyright, or application therefore, or other proprietary right of Discloser. Recipient agrees that Discloser shall remain free to grant such rights to others and to disclose the Information to anyone it chooses.
5. The restrictions set forth herein shall apply to all Information received by Recipient up to the point of this agreement and during the three (3) year period beginning on the date of this Agreement (the "Disclosure Period"), unless the Disclosure Period is extended by mutual written agreement of the Parties. Notwithstanding the expiration of the Disclosure Period, the obligations and restrictions of Recipient herein with respect to all Information received during the Disclosure Period shall survive the expiration of the Disclosure Period and shall continue to remain in full force and effect indefinitely. The restrictions on disclosure and use of Information herein will not apply to the extent of any Information that becomes publicly known without breach of obligations under this Agreement. Information determined to be confidential or trade secrets by applicable law of the United States of America shall be held in perpetuity.
6. COMPANY and OTHER PARTY hereto agree that it is expressly prohibited for the OTHER PARTY or any agent of the OTHER PARTY, either directly or through a third party, to remanufacture, reverse engineer, modify, present to a manufacturing agency, redevelop, perform testing mechanical or otherwise upon or in any way attempt to replicate any COMPANY product or product component without written consent from COMPANY.

This agreement shall be construed and governed by the laws of the State of Florida. If either party engages an attorney or any other third party or in any way initiates legal action to enforce its rights under this Agreement, the non-prevailing party agrees to pay to the prevailing party all costs and expenses incurred by it relating to the enforcement of this Agreement (including reasonable attorneys' and legal assistants' fees before, at and after trial and in appellate proceedings).

By signing this Agreement, COMPANY and OTHER PARTY testify to having read, understood and agreed to the above terms and conditions, and each acknowledges receipt of a copy of this Agreement.

BINDER BIOMEDICAL, INC.

OTHER PARTY

Signature: _____

Signature: _____

Name: Lawrence Binder

Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____