

Non-Disclosure Agreement

In order to protect certain Confidential Information (as defined below), **Chemo Dynamics, Inc. ("CD")**, 3 Crossman Road South, Sayreville, NJ 08872, and **[Company Name] ("Company Name")**, [Company Address], each referred to herein as a "Party" and collectively referred to as the "Parties", agree that:

1. The Effective Date of this Non-Disclosure Agreement ("Agreement") is [Date].
2. The Agreement shall apply to all Confidential Information disclosed between the Parties. This Confidential Information includes certain proprietary business and technical information relating to the manufacture of **Finished Dosage, Active Pharmaceutical Ingredients, Fine Chemicals** and the manufacturing details thereof.
3. A. The term "Confidential Information" is defined as any and all information, documents or materials disclosed by a Party or any of its Affiliate(s) to another Party or any of its Affiliate(s), whether in written, oral, electronic, website-based, or other form. The term "**Affiliate(s)**" is defined as any corporation, firm, partnership or other entity that controls, is controlled by or is under common control with such entity. For the purposes of this definition, "**control**" shall mean the ownership of at least 50% of the voting share capital of an entity or any other comparable equity or ownership interest.

B. Confidential Information includes, but is not limited to, proprietary product information, technical, financial, employment related, regulatory, or legally sensitive information, customer names, addresses, and related data, contracts, practices, procedures, software and other business information such as specifications, compounds, ingredients, formulae, recipes, samples, reports, methods, strategies, plans, drawings, machines, tools, models, inventions, patent materials and Requests For Proposals. This Agreement also applies to Confidential Information acquired during any facilities tours.

C. Information disclosed in written form should be prominently marked confidential. Information that is disclosed orally, visually or in any other non-written format should be reduced to a brief written summary within thirty (30) days of the disclosure. This summary should include a description of the information disclosed, the date and time of disclosure, and the recipients of the disclosed information ("Recipient(s)"). This written summary should be prominently marked confidential. However, any failure to mark any information as confidential will not be deemed a waiver of the terms of this Agreement.

D. The Parties agree that any Recipient of Confidential Information shall maintain confidentiality and shall not disclose the Confidential Information to any other Party, any affiliates of any other Party or any non-Parties, or utilize the Confidential Information for the Recipient's own benefit or the benefit of any other Party, any affiliates of any other Party or any non-Parties.

E. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own Confidential Information to protect the disclosed Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination or disclosure of Confidential Information to any employee or affiliate of Recipient, unless such dissemination or disclosure is necessary in order to fulfill any obligation of the Recipient under this Agreement, (c) communication of Confidential Information to any third party, and (d) publication of Confidential Information.

F. Additionally, the Parties agree not to issue or release any articles, advertisements, press releases or other materials relating to any Confidential Information (including, but not limited to a meeting or discussion that has taken place between the Parties), or to mention or imply the name of a Party, except as may be required by law, and then only after providing the other Party with an opportunity to review and comment thereon.
4. This Agreement shall remain in effect for five (5) years from the Effective Date ("Expiration Date"), unless terminated by any Party with thirty (30) days prior written notice. The term "Termination Date" is defined as the date 30 days after notice of termination is received from any Party. The terms and conditions of this Agreement shall continue to apply with respect to any Confidential Information that is

disclosed prior to the Expiration Date or Termination Date. The Parties receiving Confidential Information will use the Confidential Information only for the purpose of, and in connection with the Parties' business relationship.

5. Unless the Parties agree otherwise in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of expiration or termination of this Agreement.
6. A Recipient, upon the disclosing Party's written request, will promptly return all Confidential Information received from the disclosing Party, together with all copies of such Confidential Information, or certify in writing that all such Confidential Information and copies thereof have been destroyed. However, each Party shall be entitled to retain one archival set of all such information for the sole purpose of determining its obligations hereunder.
7. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the disclosing Party; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient without a breach of this Agreement; or (e) is disclosed by the Recipient with the Disclosing Party's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the disclosing Party reasonable advance notice thereof and to cooperate with the reasonable efforts of disclosing Party to contest the disclosure or seek an appropriate protective order.
8. Each disclosing Party warrants that it has the right to disclose its Confidential Information.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products of another Party.
10. A Recipient will adhere to all laws and regulations applicable to this Agreement, including but not limited to those of the U.S. Export Administration, and a Recipient will not export or re-export any Confidential Information, technical data or products received from a disclosing Party, or the direct product of such technical data, to any proscribed person or country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government.
11. No Party acquires any intellectual property rights under this Agreement except as is required to carry out the purposes as set forth in this Agreement.
12. All information is provided "as is". A disclosing Party makes no representation or warranty, express, implied or otherwise, regarding the accuracy or completeness of any disclosed information. A disclosing Party will not have any liability resulting from the use of any Confidential Information by any Recipient.
13. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, in addition to monetary damages the injured Party is entitled to seek equitable relief, including but not limited to an injunction and a preliminary injunction.
14. The obligations and duties imposed under this Agreement with respect to any Confidential Information may be enforced by the Party that discloses such Confidential Information against any and all Recipients of such Confidential Information.
15. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY. EACH PARTY HEREBY SUBMITS AND CONSENTS TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS NEAREST TO SAYREVILLE, NEW JERSEY.
16. This Agreement does not create any agency or partnership relationship. Rather, under the terms of this Agreement the Parties shall at all times remain independent contractors with respect to one another.

17. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and will not be assignable or transferable without the prior written consent of the other Party. All amendments or modifications to this Agreement must be made in writing and must be signed by all Parties.

Chemo Dynamics, Inc.

[Company Name]

By:

By:

Name:

Name:

Title:

Title:

Address: 3 Crossman Road South

Address:

City, State, Sayreville, NJ

City, State,

Zip: 08872

Zip:

Date:

____/____/____

Date:

____/____/____