

Company Confidential

## Non-Disclosure and Confidentiality Agreement

This Agreement is made this ----- by and between  
 -----, having an address at  
 ----- hereinafter referred to  
 as “COMPANY”, and Gene Link Inc. having an address at 140 Old Saw Mill River Road,  
 Hawthorne, NY10532, hereinafter referred to as “GENE LINK.”

Whereas, GENE LINK and COMPANY wish to discuss a potential business relationship, and  
 Whereas, this may involve the provision of confidential information from COMPANY to GENE  
 LINK, the parties agree that confidential information shall be disclosed using the following terms  
 and conditions:

1. Definition. For the purpose of this Agreement, the term “Confidential Information” shall mean all business and technical information, data, know-how, costs, projections, samples, revenue projections, business plans, clinical or manufacturing protocols, formulae or other information which are owned or are in the possession of COMPANY and are disclosed by COMPANY to GENE LINK.
2. Non-Disclosure of Confidential Information. It is agreed that with respect to any Confidential Information disclosed by COMPANY to GENE LINK, that GENE LINK shall limit disclosure within its own organization to those having need to know, including consultants who are bound by confidentiality provisions substantially equivalent to those contained herein. GENE LINK agrees not to use the Confidential Information received for any purpose other than the discussion involved herein. GENE LINK shall hold the Confidential Information in strict confidence and shall use its best efforts to prevent disclosure of such information to persons outside of its own organization for a period of five (5) years, except, GENE LINK shall not be liable for use or for disclosure to others of Confidential Information that:
  - (a) Is or subsequently becomes part of the public domain through no fault of GENE LINK.
  - (b) Is received from a third party under no obligation of confidentiality to the parties to this Agreement and who has lawful right to disclose the Information
  - (c) Was known by GENE LINK prior to the time of the first disclosure by COMPANY, as demonstrated by written documentation;
  - (d) Is independently developed by GENE LINK without the aid, application or use of such Confidential Information, as demonstrated in written documentation;
  - (e) Is required to be disclosed by law, or pursuant to the direction of a court or government agency.



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3. Return of Materials. Any materials or documents which are furnished to GENE LINK will be promptly returned to COMPANY , accompanied by all copies of such documentation made by GENE LINK, at COMPANY 's request. No copies of any Confidential Information may be made unless permitted in writing by COMPANY , except that one copy of any written Confidential Information may be retained by GENE LINK in legal archives.
4. Miscellaneous. (i) This agreement is binding and for the benefit of the parties, and the right to the Confidential Information may not be assigned; (ii) this document may be executed in counterparts and delivered by facsimile transmission.
5. The validity and interpretation of this Agreement shall be governed by the laws of the State of New York.

GENE LINK, INC.

TITLE: Director, R&D  
Ali A. Javed, Ph. D

Date:

TITLE:

Date:

