

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) governs the disclosure of information by and between **RINCON BIOSCIENCE, LLC** (the “**Company**”) and _____ (the “**Other Party**”) as of _____ (the “**Effective Date**”) to protect the confidential information of Company or of Other Party to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the “**Permitted Use**”). Company and Other Party may be referred to herein individually as a “**Party**”, or collectively as the “**Parties**.”

A. CONFIDENTIALITY AND COMMITMENTS

1. As used herein, the “**Confidential Information**” of a Party shall mean any and all technical and non-technical information disclosed by a Party (the “**Discloser**”) to the other Party (the “**Receiver**”), including, but not limited to (a) patent and patent applications, (b) trade secrets, and (c) proprietary information, ideas, gene sequences, cell lines, samples, media, chemical compounds, assays, biological materials, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Discloser provides regarding third parties.

From the date of disclosure and for a period of ten (10) years thereafter, the parties shall maintain the Confidential Information in confidence and shall not use the Confidential Information, for any purposes other the Permitted Use.

2. The Parties agree that the Confidential Information will be disclosed:
 - (a) to those of Receiver’s employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; and
 - (b) to the extent required by law.

3. Confidential Information must be disclosed to in written or other tangible form which is clearly marked "Confidential". Disclosures of Confidential Information by oral, visual or other forms or media shall be identified as Confidential Information at the time of disclosure and confirmed in writing by Discloser within ten (10) business days of disclosure.
4. Discloser agrees that the Receiver shall have no obligation with respect to any Confidential Information which:
 - (a) is already rightfully known to the Receiver;
 - (b) is or becomes publicly known through no wrongful act of the Receiver;
 - (c) is rightfully obtained by the Receiver from a third party without similar restriction and without breach of this Agreement;
 - (d) is independently developed by the Receiver prior to disclosure by the Discloser without breach of this Agreement; or
 - (e) is required to be disclosed pursuant to law or court order.

The Parties agree that they shall use their best efforts to avoid the inclusion of third party proprietary or confidential information in Confidential Information provided by either party.

5. The Parties acknowledge the confidential character of the Confidential Information, and agree that the Confidential Information is the sole and exclusive property of Discloser; and that Discloser shall retain all right, title and interest to all forms of the Confidential Information disclosed pursuant to this Agreement, and all copies thereof. The Receiver shall not copy, distribute or reproduce, in whole or in part, any Confidential Information without written authorization of Discloser, except as reasonably requires by the Permitted Use. The Receiver shall promptly return or destroy, on written request of Discloser, all tangible Confidential Information and copies thereof, except that the Receiver may retain one copy of the Confidential Information for archival purposes as set forth in subsection A(7) of this Agreement.
6. The Receiver shall not remove any proprietary, copyright, semiconductor chip protection, trade secret, or other legend from any form of the Confidential Information.
7. Upon request of Discloser, the Receiver will promptly return to the Discloser all Confidential Information received pursuant to this Agreement, provided however

that one copy may be retained solely for the purpose of documenting the transfer of such Confidential Information.

B. GENERAL

1. Neither party has any obligation under or by virtue of this Agreement to purchase from or furnish to the other party any products or services, or to enter into any other agreement, including but not limited to, a development, purchasing, or technology licensing agreement.
2. Except as expressly provided herein, Discloser grants no other license under any copyrights, patents, trademark or trade secret by the disclosure of Confidential Information.
3. This Agreement shall be governed by the substantive laws of the State of Utah, excluding its conflict of laws provisions.
4. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties.

RINCON BIOSCIENCE, LLC



By: Marc Oddou

Title: Business Operations

Address: 5201 S. Green St. #160
Murray, UT 84123

[Redacted Signature]

By: _____

Title: _____

Address: _____