

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is by and between the undersigned parties (each a "Party" and collectively, the "Parties"). WHEREAS, in the course of consideration of the possible transaction or relationship, each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose confidential or proprietary information.

THEREFORE, the Parties agree to enter into a confidential relationship with respect to the disclosure by Disclosing Party to Receiving Party of certain information.

1. Definitions. For purposes of this Agreement, "Proprietary Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Disclosing Party. Proprietary Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosing Party whether or not such information is identified as Proprietary Information by Disclosing Party. By example and without limitation, Proprietary Information includes, but is not limited to, the following: discoveries, inventions, know-how, data results, trade secrets, client lists or relationships, financial information, business strategies or business plans pertaining to biotechnology or biopharmaceuticals

For purposes of this Agreement, the term "Receiving Party" shall include Receiving Party, the company he or she represents, and all affiliates, subsidiaries, and related companies of Receiving Party. For purposes of this Agreement, the term "Representative" shall include Receiving Party's directors, members, officers, employees, agents, and financial, legal, and other advisors.

2. Exclusions. Proprietary Information does not include information that Receiving Party can demonstrate: (a) was in Receiving Party's possession prior to its being furnished to Receiving Party under the terms of this Agreement, provided the source of that information was not known by Receiving Party to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosing Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of Receiving Party, generally known to the public; (c) is rightfully obtained by Receiving Party from a third party, without breach of any obligation to Disclosing Party; or (d) is independently developed by Receiving Party without use of or reference to the Proprietary Information.

3. Confidentiality. Receiving Party and its Representatives shall not disclose any of the Proprietary Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Proprietary Information in strictest confidence. Receiving Party hereby agrees to indemnify Disclosing Party against any and all losses,

damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosing Party as a result of a breach of this Agreement by Receiving Party or its Representatives.

4. Permitted Disclosures. Receiving Party may disclose Disclosing Party's Proprietary Information to Receiving Party's responsible Representatives with a bona fide need to know such Proprietary Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Disclosing Party and only if such employees are advised of the confidential nature of such Proprietary Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Proprietary Information.

5. Required Disclosures. Receiving Party may disclose Disclosing Party's Proprietary Information if and to the extent that such disclosure is required by court order, provided that Receiving Party provides Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. Use. Receiving Party and its Representatives shall use the Proprietary Information solely for the purpose of evaluating a possible transaction or relationship with Disclosing Party and shall not in any way use the Proprietary Information to the detriment of Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to Receiving Party, by license or otherwise, to any of Disclosing Party's Proprietary Information.

7. Return / Destruction of Documents. Upon completion of the purposes of this Agreement and in the absence of any further agreement between the Parties, the Receiving Party each shall cease all use and make no further use of the Proprietary Information disclosed to it and shall, upon written request from Disclosing Party, promptly return or destroy all Proprietary Information (including copies thereof), that is in tangible form (including electronic imaging of Proprietary Information) and any documents created by the Receiving Party containing Proprietary Information for the purposes of this Agreement. Receiving Party shall provide to Disclosing Party written certification of destroyed Proprietary Information within fifteen (15) days of the destruction thereof. Notwithstanding the foregoing provisions, Receiving Party shall be permitted to retain one (1) copy of the Proprietary Information so that any continuing obligations under this Agreement may be determined. Receiving Party agrees to notify Disclosing Party immediately if it knows or reasonably suspects that the terms of this Agreement have been breached.

8. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of either Party to enter into any other agreement with other Party

Initials: _____

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or prohibit either Party from providing the same or similar information to other parties and entering into agreements with other parties. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or its Representatives with regard to a transaction between Parties and to terminate discussions and negotiations with other Party at any time. Additional agreements of the Parties, if any, shall be in writing signed by both Parties.

9. Irreparable Harm. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Proprietary Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity.

10. Survival. Unless otherwise agreed to in writing, neither Party have any obligation of confidentiality under this Agreement after the fifth anniversary of the signature date hereof.

11. Successors and Assigns. This Agreement and each Party's obligations hereunder shall be binding on the representatives, assigns, and successors of such Party and shall inure to the benefit of the assigns and successors of such Party; provided, however, that the rights and obligations of Receiving Party hereunder are not assignable.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. The Parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in York, PA or Harrisburg, PA, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

13. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and reasonable costs incurred.

14. Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of each Party represents that he or she has the right and power to execute this Agreement.

15. Entire Agreement. This Agreement expresses the full and complete understanding of the

Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Disclosing Party may have under trade secret, copyright, patent or other laws that may be available to Disclosing Party. This Agreement may not be amended or modified except in writing signed by each of the Parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

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In witness whereof, the Parties have executed this Agreement as **th day of** , (year).
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Aptagen, LLC

250 North Main Street, Jacobus, PA 17407

By: G. Thomas Caltagirone, Ph.D. Title: President & CEO

Signature

Initials

("Party")

Print Full name/title, Institution, and Mailing Address

Signature

Initials