

**CONFIDENTIAL DISCLOSURE AGREEMENT**

THIS AGREEMENT, made and effective _____ (“**Effective Date**”) by and between **ARVYS Proteins, Inc.**, a Connecticut Corporation, with its principal place of business at 115 Technology Drive, Suite CP100, Trumbull, CT 06611, on behalf of itself and its affiliates (“**ARVYS**”) and _____, with its principal place of business at _____ (“**Potential Customer**”).

WHEREAS, **ARVYS** and **Potential Customer** wish to discuss a potential business arrangement relating to the use of **ARVYS**’s contract research services and technologies in the _____ (the “**Potential Business Arrangement**”) and the parties recognize that during and in connection with discussions between the parties there may be disclosure of certain confidential or proprietary information relating to the Potential Business Arrangement. Such disclosure is intended to assist the parties in their evaluation.

In consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Definition. “**Confidential Information**” is defined as any information disclosed by the disclosing party to the receiving party relating to the Potential Business Arrangement which is declared by the disclosing party to be confidential or proprietary, *provided that*:

- (a) information disclosed in written, electronic or other tangible form (such as, for example, a physical prototype, physical sample, photograph, or video tape) is clearly and appropriately marked “**Confidential**” or with a legend of similar import at the time of disclosure to the receiving party; and
- (b) information disclosed orally or by visual observation is indicated as Confidential at the time of making the disclosure and promptly summarized in writing and marked and delivered to the receiving party within thirty (30) days of such disclosure.

Each party shall keep confidential and not disclose the subject matter or purpose of the discussions facilitated by this Agreement or the fact that it has entered into this Agreement with the other.

Until otherwise agreed by the parties in writing, all other information disclosed or exchanged by the parties during their discussions shall be disclosed on a non-confidential basis.

2. Exceptions. Confidential Information shall not include any information that:

- (a) is already known to the receiving party at the time of disclosure; or
- (b) is generally available to the public or becomes publicly known through no wrongful act of the receiving party; or
- (c) is received by the receiving party from a third-party who had a legal right to provide it; or
- (d) is developed independently by the receiving party without use of the disclosing party’s Confidential Information.

If the receiving party is required to disclose Confidential Information by order of a court of law, administrative agency, or other governmental body, the receiving party shall provide reasonable advance notice to the disclosing party in order to allow disclosing party the opportunity to seek a protective order or otherwise prevent or limit such disclosure.



3. Use; Disclosure. Each party agrees to use the Confidential Information disclosed to it solely for evaluation of the Potential Business Arrangement with the other, and without the written consent of the other, agrees not to disclose such Confidential Information to any other person or entity other than those of its employees, consultants, contractors or agents and those of its affiliates who must have access to such Confidential Information for evaluation purposes (collectively, “**Permitted Recipients**”). All Permitted Recipients shall be bound to maintain such Confidential Information in confidence and each party will take such reasonable steps to require its Permitted Recipients to preserve such trust and confidence. Each party shall be responsible for any breach of this Agreement by its Permitted Recipients.

4. Protection; Return. Each of the parties shall in all respects treat such Confidential Information disclosed to it hereunder at least as carefully as that accorded its own trade secrets or Confidential Information and will carry out with respect to it those security measures that it follows for its own trade secrets or Confidential Information. Upon the request of the disclosing party, the receiving party will return to the disclosing party all Confidential Information (including copies) provided by the disclosing party under this Agreement, and will destroy all summaries, extracts and the like prepared by the receiving party that incorporate the disclosing party’s Confidential Information; provided, however, that the receiving party may retain one complete copy of the Confidential Information in its archives for the purpose of determining its obligations under this Agreement.

5. Term. All obligations of the parties under this Agreement shall terminate five (5) years after the Effective Date of this Agreement. This Agreement may be canceled at any time prior to the end of such five (5) year term by either party and all Confidential Information shall be returned to the disclosing party in accordance with the return provisions above. In the event of such cancellation, the provisions of this Agreement will not apply to any “Confidential Information” provided by either party to the other party on or after the date of such cancellation, but all provisions of this Agreement will continue to apply during the five (5) year term set forth above to any “Confidential Information” provided by either party to the other party prior to the date of such cancellation.

6. Other Initiatives. Each party understands that the other party may have present or future initiatives, including initiatives with third parties, involving similar or identical products, technologies or processes that compete with a product, technology or process contemplated or offered by the other party. Accordingly, each party acknowledges that nothing in this Agreement shall be construed as a representation or inference that the other party will not develop for itself or enter into business relationships with other third parties, that involve products, technologies or processes that are similar or identical to or compete with any product, technology or process contemplated or offered by the other party, provided that Confidential Information is not used in breach of this Agreement.

7. Completeness; Authority. This Agreement contains the entire understanding between the parties related to the subject matter hereof, and supersedes all prior written and verbal negotiations, representations, and agreements concerning the subject matter. Each party represents that it has the right to deliver the Confidential Information it discloses to the receiving party pursuant to this Agreement.

8. Export. Each receiving party of Confidential Information shall adhere to all applicable import and export controls and shall not export or re-export any technical data or products received from the disclosing party or the direct product of such technical data to any prohibited country, party or entity.

9. Miscellaneous.



- (a) **Amendment.** The obligations of this Agreement shall not be altered, amended or superseded by any subsequent agreement except by written instrument signed by both parties.
- (b) **Rights Not Conveyed.** Confidential Information shall at all times remain the property of disclosing party. No license or other right under any patent, trademark, copyright, trade secret, or other intellectual proprietary right is being granted by either party hereunder except the right to use Confidential Information in accordance with the terms of this Agreement.
- (c) **Further Agreements.** Neither party is obligated to enter into any further agreements with the other party by virtue of entering into this Agreement. Any intention of the parties to proceed with a further business arrangement shall be set forth in a separate written agreement signed by authorized representatives of both parties.
- (d) **Severability.** If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

10. Laws. This Agreement shall be construed in accordance with the laws of State of Connecticut, United States, without regard to the conflict of law provisions.

11. Entire Agreement. This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except by written agreement executed by the parties.

12. Execution. This Agreement may be executed in separate counterparts, and by facsimile, each of which when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative

Print, sign and fax to ARVYS Proteins Inc. Retain your faxed copy.

<hr/>		ARVYS Proteins, Inc.
By: _____	By: _____	
Name: _____	Name: _____	
Title: _____	Title: _____	