



CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ (month/day/year) by and between, _____ (company name) located at _____ (address) and Chesapeake Biological Laboratories, Inc. "CBL" (The Company) located at 1111 South Paca Street, Baltimore, MD 21230, USA.

1. Purpose. The Company and The Client wish to explore the possibility of research collaborations, particularly relating to the potential contract filling of a product by the Company for The Client, under which each may disclose its Confidential Information to the other (the "Relationship").

2. Definition of Confidential Information. "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how, which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; of (ii) prior or after the time of disclosure becomes part of the public knowledge of literature, not as a result of any inaction or action of the receiving party; or (iii) is approved by the disclosing party, in writing, for release; (iv) was received by receiving party from a third party having a right to disclose it and is not subject to an obligation of confidentiality owed to the third party; (v) is developed by or for receiving party independently of disclosures hereunder, as shown by written records; or (vi) receiving party is compelled to disclose by a court or tribunal of competent jurisdiction. Which in such case the disclosing party will be immediately notified to afford it an opportunity stay such a disclosure order and if unsuccessful only that part of the Confidential Information necessary to comply with such order will be disclosed.

3. Nondisclosure of Confidential Information. The Company and The Client each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning the undertaking of, the Relationship. Neither will disclose the Confidential Information of the other to third parties or to the first party's employees, except employees who are required to have the information in order to carry out the discussions regarding the Relationship and only to such employees who have been previously made aware of the terms of this Agreement and who have employment agreements obligating them to keep such information confidential. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of such Confidential Information of the other, which may come to its attention.

4. Publicity. Neither party will, without prior consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law which in case the disclosing party will be immediately notified to afford it an

opportunity stay such a disclosure order and if unsuccessful only that part of the Confidential Information necessary to comply with such order will be disclosed.

5. **Return of Materials.** Any materials or documents which have been furnished by one party to the other will upon request, be promptly returned, accompanied by all copies of such documentation after the Relationship has been rejected or concluded, except for documentation which must be retained to comply with governmental regulations, or for archival purposes.

6. **No Patent or Copyright License.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter the proposed business relationship between the parties.

7. **Term.** The foregoing commitments in this Agreement shall terminate seven (7) years following the date of this Agreement.

8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this agreement shall not constitute a waiver of any term hereof.

9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of New York. The federal and state courts within the State of New York shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

10. **Remedies.** Each party agrees that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

11. **Recruitment of Personnel.** Each party agrees not to recruit or solicit the other party's personnel with the intention of hiring, while this Agreement is in effect or for one year from the date of expiration.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

Chesapeake Biological Laboratories, Inc.

_____ (company name)

By: _____ Date: _____

By: _____ Date: _____

Print Name:

Print Name:

Print Title:

Print Title: