



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of *[date]* by and between RegenMed, Inc., a Delaware corporation with its principal offices at 125 Field Point Rd. B5, Greenwich, CT 06830 and *[name of company]* with its principal offices at *[address]* (each a Party, and together the Parties).

PREAMBLE

Each Party owns or may develop "Confidential Information" as defined below. Each Party desires to obtain from the other Party, and each Party is willing to disclose to the other Party certain Confidential Information. Each Party disclosing Confidential Information hereunder shall be referred to hereunder as a "Disclosing Party" and each Party receiving Confidential Information hereunder shall be referred to hereunder as a "Recipient".

AGREEMENT OF THE PARTIES

1. The term "Confidential Information" shall mean:
 - 1.1. Any information concerning the existing or contemplated businesses of Disclosing Party, in whatever form it may hereafter exist or be produced, including without limitation agreements, proposals, written material, printed matter, ideas, concepts, business plans, technologies, inventions, discoveries, research, improvements, manufacture or sale of products, formulas, processes, designs, specifications, drawings, logos, prototypes, developments, applications, marketing data, sales data, pricing structure, historical or current financial information, profits, costs, customer or employee lists, competitive products, competitors, patent applications, patents, copyrights, trademarks, trade names, trade secrets, whether or not the same are or may be patented, registered or otherwise publicly protected and regardless of recordation or transmission, and all whole or partial copies thereof, including, specifically all of proprietary technology and information in any form of computer storage.
 - 1.2. Any other information provided by the Disclosing Party which is specifically marked or identified as intended to be treated as "Confidential".
2. Covenants of Recipient. The Recipient hereby agrees to:
 - 2.1. maintain as secret and confidential and not disclose to any third Party or use for its own benefit (commercial or otherwise), without the prior written consent of the Disclosing Party, the Confidential Information;

- 2.2. restrict access to the Confidential Information to those with a need to know solely in connection with the purpose pursuant to which the Confidential Information was disclosed to the Recipient;
 - 2.3. take appropriate action to protect the confidential and proprietary character of the Confidential Information by all reasonable means; and
 - 2.4. return or destroy any and all tangible items of said Confidential Information to the Disclosing Party upon the Disclosing Party's request.
3. Involuntary Disclosure. Should the Recipient be requested or required by any judicial or government court or agency to disclose any Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice of such request so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. The parties further agree that if in the absence of a protective order or the receipt of a waiver, the Recipient is nonetheless, in the written opinion of counsel made available to the Disclosing Party, compelled to disclose the Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Recipient may disclose such Confidential Information to such tribunal without liability under this Agreement.
4. Acknowledgment. The Recipient acknowledges that all ideas, methods, inventions, improvements, developments and features embodied or disclosed in the Confidential Information, and/or arising from or as a result of the Confidential Information or its use, are the exclusive property and trade secrets of the Disclosing Party, and further acknowledges that the unauthorized disclosure or unauthorized use of the Confidential Information could cause substantial losses and damages to the Disclosing Party.
5. Recoupment of Commercial Benefit. The Disclosing Party shall be entitled to recover from the Recipient any value, commercial or otherwise, received or receivable by the Recipient or Party controlled by the Recipient, because of the use or disclosure by the Recipient of Confidential Information in any manner not specifically authorized by the Disclosing Party.
6. Specific Performance. Each Party acknowledges and agrees that the other Party would be irreparably damaged in the event that any of the provisions of this Agreement are breached by the first Party. Accordingly, the parties agree that each Party shall be entitled to an injunction to prevent breaches of this Agreement by the other Party and shall have the right to specifically enforce this Agreement against the other Party in addition to any other remedy to which it may be entitled at law or in equity.
7. Exclusions. The restrictions on use or disclosure of the Confidential Information shall not apply to any part of the Confidential Information which

- 7.1. was generally available to the public prior to disclosure to the Recipient by the Disclosing Party;
 - 7.2. becomes generally available to the public after disclosure to the Recipient other than as a result of a disclosure by the Recipient; or
 - 7.3. the Recipient can demonstrate was in its possession on or before the date such Confidential Information was disclosed to the Recipient.
8. Miscellaneous.
- 8.1. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.
 - 8.2. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties.
 - 8.3. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
 - 8.4. The waiver by either Party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
 - 8.5. This Agreement shall be governed by and construed in accordance with, the laws of the State of New York, United States of America. Both parties hereby consent to the jurisdiction of the state and federal courts of the State of New York, and further consent that all service of process be made by certified or registered mail directed to them and that service so made shall be deemed to be completed 10 business days after the same has been deposited in U.S. mail, postage prepaid.
 - 8.6. This Agreement may be changed, waived, discharged or terminated only by written agreement of both parties.
 - 8.7. This Agreement shall inure to the benefit of both parties and their successors and assigns.

[signature page follows]

Accepted and agreed:

RegenMed, Inc.

[name of company]

By: _____

[name]

[title]

By: _____

[name]

[title]