



QUIDLIBET RESEARCH, INC.

1415 W. 22nd St., Tower Suite, Oak Brook, IL 60523 Phone: 630-516-3600 Fax: 630-563-0953 E-Mail nsc@quidlibet.com

Nina Cunningham, Ph. D
President

NON-DISCLOSURE AGREEMENT

Please complete, sign in the areas indicated and mail, e-mail or fax this form to:

Quidlibet Research Inc.
1415 W. 22nd Street, Tower Suite
Oak Brook, Illinois, 60523
Phone: 630-516-3600
Fax: 630-563-0953
E-mail: nsc@quidlibet.com

This Agreement is entered into as of this _____, between

_____, a corporation of the state of _____ corporation

(“Company”) and QUIDLIBET RESEARCH, INC., (“Confidant”).

Company and Confidant wish to explore a business possibility of mutual interest. In connection with this possibility and as a condition to discussions between Company and Confidant about this possibility, Company and Confidant recognize the need for Company to disclose to Confidant certain confidential and proprietary information and materials of Company concerning USE OF SERVICES AND COSTS OF OPERATIONS (the “Confidential Disclosure Materials”) which are to be used only for the purpose of such discussions.

In consideration of the disclosure of such information and materials by Company, Confidant agrees as follows:

1. The Confidential Disclosure Materials shall include all confidential and proprietary information, documents and other materials disclosed by Company to Confidant, including information and materials relating to technology, markets, new product development and other business information.
2. Confidant agrees not to use the Confidential Disclosure Materials for any purpose other than the purpose of this Agreement, or as any subsequent agreements between Company and Confidant may allow.
3. Confidant may reveal the Confidential Disclosure Materials only to its principals and employees who have a need to know such information for the purpose of this Agreement and who have been duly informed of the confidential nature of the Confidential Disclosure Materials. Confidant agrees to take all appropriate steps to prevent disclosure of the Confidential Disclosure Materials to any other person or entity. Confidant shall notify Company in advance of any disclosure required by government agency or law.
4. The confidentiality obligations of this Agreement shall not apply to any Confidential Disclosure Materials
 - (i) that were known to Confidant prior to disclosure by Company, as shown by Confidant’s business records;
 - (ii) that are or become known to the public or in the trade from sources outside Company and through means other than a breach of this Agreement by Confidant; or
 - (iii) that are independently developed by Confidant or by a third party and acquired by Confidant.



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- 5. Confidant shall not copy or duplicate any Confidential Disclosure Materials and shall return all Confidential Disclosure Materials in tangible form, and any reports or analyses containing any Confidential Disclosure Materials, to Company promptly upon conclusion of the discussions contemplated by this Agreement.
- 6. This Agreement does not convey any license or grant any rights to Confidant in the Confidential Disclosure Materials.
- 7. The Confidential Disclosure Materials are subject to the protection of the Illinois Trade Secrets Act. This Agreement is governed by the laws of the State of Illinois, United States of America, without giving effect to choice of law principles.

Accepted and agreed to as of the date first written above.

COMPANY: _____

By: _____

Title: _____

QUIDLIBET RESEARCH, INC.

By: NINA CUNNINGHAM, Ph.D.
PRESIDENT/CEO