

Individual NDA 5_24_15

CONFIDENTIALITY AGREEMENT

Agreement dated _____, between ZYMR, Inc., a Delaware corporation

(the "Company"), and _____, an individual residing at _____ (the

1. Background. The Company and the Recipient (the "parties") intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that the Company will disclose or deliver to the Recipient certain of the Company's trade secrets or confidential or proprietary information for the purposes of enabling the Recipient to evaluate the feasibility of such business relationship and to perform his or her obligations and exercise his or her rights under any such business relationship that is agreed to between the parties (the "Purposes"). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

2. Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Company, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Company to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Company, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Company's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Company or if

(ii) the Company, within 30 days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure. In addition, the term "Proprietary Information" shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient pursuant hereto; and (b) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

3. Scope of Agreement. This Agreement shall apply to all Proprietary Information disclosed by the Company to the Recipient.

4. Use and Disclosure of Proprietary Information. The Recipient shall use the Proprietary Information only for the Purposes and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Company. The Recipient shall hold in confidence, and shall not disclose to any other person, any Proprietary Information or exploit such Proprietary Information for his or her own benefit or the benefit of another without the prior written consent of the Company. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information. The Recipient shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Proprietary Information and shall be responsible to the Company for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Recipient will promptly report to the Company any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Company to prevent, control or remedy any such violation. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the

Recipient provides prior written notice of such required disclosure to the Company and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Limitation on Obligations. The obligations of the Recipient specified in Section 4 shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent the Recipient can demonstrate, by clear and convincing evidence, that such Proprietary Information:

generally known without the Recipient violating this Agreement;

(a) is generally known to the public at the time of disclosure or becomes

(b) is in the Recipient's possession at the time of disclosure

otherwise than as a result of Recipient's breach of any legal obligation;

the Company having the legal right to disclose such Proprietary Information; or

(c) becomes known to the Recipient through disclosure by sources other than

(d) is independently developed by the Recipient without

reference to or reliance upon the Proprietary Information.

6. Ownership of Proprietary Information. The Recipient agrees that he or she shall not receive any right, title or interest in, or any license or right to use, the Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by

7. Return of Proprietary Information. The Recipient shall, upon the termination of

this Agreement or the request of the Company, return to the Company all Proprietary Information received by the Recipient from the Company (and all copies and reproductions thereof). In addition, the Recipient shall destroy: (i) any notes, reports or other documents prepared by the Recipient which contain Proprietary Information; and (ii) any Proprietary Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Company. Alternatively, upon written request of the Company, the Recipient shall destroy all Proprietary Information received by the Recipient from the Company (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient which contain Proprietary Information. Notwithstanding the return or

destruction of the Proprietary Information, the Recipient will continue to be bound by his or her obligations of confidentiality and other obligations hereunder.

8.

Miscellaneous. -

2 -

(a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed parties and their respective heirs, successors and assigns.

internal laws of the State of California, without giving effect to the principles of conflicts of law

(b) This Agreement will be binding upon and inure to the benefit of the

(c) This Agreement shall be construed and interpreted in accordance with the

(d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Recipient to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Company substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Company shall have the right to specific performance and other injunctive and equitable relief.

with respect to a particular item of Proprietary Information until the fifth anniversary of the disclosure of such Proprietary Information to Recipient pursuant to this Agreement; provided, however, that the confidentiality obligations imposed by this Agreement with respect to source code included in the Proprietary Information shall continue in perpetuity.

facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

(e) The confidentiality obligations imposed by this Agreement shall continue

(f) For the convenience of the parties, this Agreement may be executed by [Remainder of Page Intentionally Left Blank.

EXECUTED as a sealed instrument as of the day and year first set

forth above. ZYMR, INC.

By:

Name:

Title:

RECIPIENT:

Acknowledged and agreed on by:

Signed by:

Date: