

## MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This CONFIDENTIAL NON-DISCLOSURE AGREEMENT ("Agreement"), effective as of \_\_\_\_\_, 2015 ("Effective Date"), is made by and between General Genetics Corporation ("General Genetics"), a corporation located in Las Cruces, NM, and (**Practice Name**) \_\_\_\_\_ a (**Corporate Structure**) \_\_\_\_\_ located in (**City, State**) \_\_\_\_\_ ("Participating Site").

In consideration of authorized agents and/or employees of General Genetics and Participating Site disclosing and/or providing certain information to the other party, the premises and the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purpose. The parties to this Agreement desire to engage in certain business arrangements and/or contractual relationships ("Potential Relationship") which may involve the disclosure of financial, proprietary, competitively sensitive, and/or market sensitive information and/or contain trade secrets. The purpose of this Agreement is to define their rights and obligations with respect to such information. This Agreement does not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement, nor shall it be construed as granting any rights by license or otherwise in any software or inventions of either party. The parties' obligations under this Agreement shall survive the termination of their business arrangements and/or contractual relationships, regardless of the manner of such termination.

2. Definition. "Confidential Information" shall mean all confidential, proprietary or non-public information (including financial information), ideas, concepts, data, data compilations, research, reports, protocols, techniques, methods, processes, plans, strategies, know-how, materials, marketing, pricing, strategic alliances and documents in any form or medium (including oral, written, tangible, intangible or electronic) concerning the science, business, business opportunities, activities and/or operations of General Genetics and Participating Site. As used in this Agreement, the Confidential Information shall include only that data furnished, disclosed, or transmitted to the Recipient, whether disclosed orally, in writing or in other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media), which is specifically identified by the Discloser as being confidential or which reflects information that is considered by both parties to be Confidential Information in the ordinary course of business.

3. Exceptions. Confidential Information does not include information which (i) is in the possession of the recipient party at the time of disclosure hereunder as evidenced by adequate written records; (ii) prior to or after the time of disclosure becomes public knowledge, not as a result of any inaction or action of the recipient party; or (iii) was received by the recipient party from a third party having a right to disclose it; (iv) is developed by or for the recipient party independently of disclosures hereunder, as evidenced by adequate written records; or (v) the recipient party is compelled to disclose by law or a court of competent jurisdiction; *provided that* the recipient party gives the other party prompt advance written notice of such requirement, cooperates with all efforts by the other party to obtain a protective order or similar confidential treatment and discloses no more information than is required under the circumstances.

4. Non-Use and Nondisclosure. General Genetics and Participating Site each agree not to use any Confidential Information disclosed hereunder to it for its own or others' benefit or for any purpose not directly related to the Potential Relationship. General Genetics and Participating Site shall not disclose, provide, communicate, reveal, share, provide access to, transfer, copy, distribute or publish any Confidential Information received hereunder at any time to any person or entity, other than to its employees who need to know it for exploration of the Potential Relationship, and who were previously informed of the terms of this Agreement and have agreed to abide by the terms of this Agreement. General Genetics and Participating Site shall notify the other party in writing of any known misuse or misappropriation of any Confidential Information, and shall cooperate with any efforts by the other party to secure its return and protect its rights therein.

5. Degree of Care. The Recipient of Confidential Information agrees to receive and maintain Confidential Information in the strictest confidence and to safeguard the Confidential Information with the same degree of care as is used by the Recipient to protect its own confidential information.

6. Return of Materials. Upon the request of General Genetics and/or Participating Site, any and all originals and copies of materials or documents (in any form or media) which contain Confidential Information and were provided to the other party shall be promptly returned or destroyed, except that the recipient party may retain one copy of the Confidential Information in the possession of its legal counsel solely for the purpose of monitoring its obligations under this Agreement.

7. No License. Nothing in this Agreement grants, or is intended to grant, to General Genetics or Participating Site any right or license under any intellectual property rights of the other party (including any intellectual property rights in the Confidential Information), except the limited right to use and disclose Confidential Information as expressly set forth herein.

8. Term. The term of this Agreement shall be five (5) years from the Effective Date.

9. Remedies. In view of the difficulties of placing a monetary value on the Confidential Information, and the irreparable harm General Genetics and Participating Site would suffer from the unauthorized use or disclosure of its Confidential Information, the parties agree that, in the event of any unauthorized disclosure by General Genetics or Participating Site or unauthorized use of the Confidential Information of the other party, the other party shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking, and shall be entitled to recover all costs and expenses, including attorneys' fees, incurred in any legal action arising under this Agreement. This remedy is separate and apart from any other remedy that General Genetics or Participating Site might have.

10. Representations and Warranties. General Genetics and Participating Site each represents and warrants to the other party that it has the right to enter into this Agreement and that it is not and will not be party to any other agreement, expressed or implied, that would limit its performance hereunder. **General Genetics AND Participating Site make no warranty of any kind, expressed or implied, with respect to the Confidential Information, and hereby disclaim any and all such warranties, including without limitation warranties of merchantability, non-infringement, value, reliability, accuracy, suitability and fitness for a particular use. General Genetics and Participating Site acknowledge that the disclosure of the Confidential Information hereunder is made on an "as is" basis.**

11. Assignment. General Genetics and Participating Site shall not assign this Agreement, in whole or in part, without the other party's prior written consent. Any purported assignment in violation of this paragraph 11 shall be null and void *ab initio* and of no force or effect. In the event of a permitted assignment, this Agreement shall inure to the benefit of and bind the parties and their respective assigns.

12. Miscellaneous. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements and understandings whether oral or written. This Agreement, including this paragraph 12, may not be modified except by a written agreement signed by both parties. The failure of General Genetics or Participating Site to require strict performance by the other party of any provision in this Agreement will not waive or diminish General Genetics' or Participating Site's right to demand strict performance thereafter of that or any other provision hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties acknowledge that they are independent contractors and that no agency, partnership, joint venture or other relationship is created by this Agreement.

13. No Further Agreement. General Genetics and Participating Site both expressly acknowledge that the execution of this Agreement and the disclosure of Confidential Information

hereunder do not obligate either party to enter into any further agreement or understanding, whether relating to the Confidential Information, the Potential Relationship or otherwise.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico. Each party hereto submits to the exclusive jurisdiction of the state and federal courts in New Mexico for any suit, action or proceeding relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Participating Site**

Designated Signer Signature: \_\_\_\_\_

Designated Signer Name: \_\_\_\_\_

Corporate Title (i.e. Owner, CEO): \_\_\_\_\_

**General Genetics Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_