



RIM Bio, Inc. - MUTUAL NON-DISCLOSURE AGREEMENT

In order to protect certain confidential and proprietary information ("Confidential Information"), _____ (the Company identified below) and RIM Bio, Inc., ("RIM Bio"), agree that:

- 1. The terms "Discloser" and "Recipient" refer respectively to the party disclosing or receiving Confidential Information.
- 2. **Effective Date:** The effective date of this agreement shall be this _____ day of _____, 20_____.
- 3. **Description of Confidential Information:** The Confidential Information disclosed under this Agreement includes but is not limited to forecasts, usage, pricing, purchase history, processes, value sharing programs, business plans or product designs.

Additional Confidential Information: _____

- 4. **Agreement Period:** This Agreement controls the disclosure of Confidential Information for a period of three (3) years from the Effective Date stated above.
- 5. **Confidential Period:** A Recipient's duty to protect Confidential Information expires five (5) years from end of Agreement Period.
- 6. **Standard of Care:** The standard of care which each party shall be required to employ in protecting and handling Confidential Information received pursuant to this Agreement is the same degree of care which the Recipient party employs to protect and safeguard its own Confidential Information of the kind, but no less than a reasonable degree of care.
- 7. **Marking:** Confidential Information disclosed in documents or other tangible form must be clearly marked as confidential at the time of disclosure. Confidential Information in oral or other intangible form must be identified as confidential at the time of disclosure, and summarized in tangible form clearly marked as confidential and delivered to the Recipient within thirty (30) days thereafter.

- 8. **Exclusions:** This Agreement imposes no obligation on a Recipient to protect information which: (i) is publicly available through no wrongful act by the Recipient; (ii) is rightfully received from a third party without an obligation of confidentiality; (iii) is known or has been received prior to the disclosure; (iv) is developed independently by the Recipient; or (v) is provided by the Discloser to a third party without similar restrictions. If the Recipient is required to disclose information to a Government body or court of law, it agrees to give the other party advance notice to contest the disclosure.
- 9. **Termination:** This Agreement may be terminated by either party giving the other party a thirty (30) day termination notice in writing. Upon termination of this Agreement, each party shall cease all use of the other party's Confidential Information and return to the other party all tangible copies of the other party's Confidential Information.
- 10. Each party warrants that it has the right to make its disclosures under this Agreement.
- 11. This Agreement does not require either party to disclose any particular information, recommend products of the other, or enter into any business relationship, nor does it grant the Recipient a license to use any of the Discloser's patents or copyrights.
- 12. Each party shall comply with the applicable U.S. export laws and regulations.
- 13. The receiving party acknowledges and agrees that in the event of a breach or threatened breach of any provision of this Agreement, the disclosing party shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity. This Agreement shall be construed in accordance with the laws of the state of Pennsylvania, excluding its conflict of laws provisions.
- 14. Discloser and Recipient may communicate with each other by facsimile or E-Mail and such communication is acceptable as a writing. Facsimile or digital signatures that comply with Washington State or federal law regarding signature authenticity shall constitute "original" signatures.

Company: _____

Address: _____

By (Duly Authorized) _____

Printed Name _____

Title and Date _____

RIM Bio, Inc.
PO Box 33595
Seattle, WA 98133

By (Duly Authorized) _____

Printed Name _____

Title and Date _____

CONFIDENTIAL: RIM Bio, Inc. 20090831a