

MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), is effective on _____ ("Effective Date") is by and between _____ residing at _____ (the "Company"), and Qprotyn Inc., a company with a principal place of business at 125 Cambridge Park Dr, Suite 301 Cambridge, MA 02140 ("Qprotyn") and Bhami's Research Laboratory Pvt. Ltd., a company with a principal place of business at #5-7-708/15, II Floor, City Point Building, Navbharath Circle, Mangalore, Karnataka State, India, 575 003 ("BRL").

WHEREAS, Qprotyn and BRL will hold discussions with the Company in connection with potential business transactions between the Company and Qprotyn and BRL ("Transactions"); and

WHEREAS, in the course of consideration of the possible Transactions, the Company and Qprotyn and BRL may each disclose to the other party or its Representatives (as defined below) confidential and/or proprietary trade secret information concerning their respective business activities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

(a) "Confidential Information" shall mean and include all information that is confidential, proprietary or generally not available to the public and that is provided or made available by or on behalf of the Disclosing Party, or any of its Representatives, either prior to or after the Effective Date, to Recipient or its Representatives in connection with Recipient's evaluation or negotiation of possible Transactions, whether or not labeled or otherwise identified as confidential and regardless of the form or format of the information (written, verbal, electronic or otherwise) or the manner or media in or through which it is furnished to or otherwise obtained by Recipient or its Representatives.

(b) "Disclosing Party" means the party to this Agreement which is disclosing Confidential Information owned or controlled by it pursuant to the terms hereof. Confidential Information disclosed by a party's Representatives shall be deemed disclosed by such party for all purposes hereof.

(c) "Recipient" means the party to this Agreement which is receiving Confidential Information pursuant to the terms hereof. Confidential Information received by a party's Representatives shall be deemed received by such party for all purposes hereof.

(d) "Representative" shall mean and include any party's affiliates, representatives,



managers, directors, officers, employees, agents, consultants, and financial, legal, and other advisors.

2. Exclusions. Confidential Information does not include information that: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Disclosing Party with respect to such information; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient in violation of this Agreement, generally known to the public; (c) is obtained by Recipient from a third party without breaching any obligation to Disclosing Party contained herein; or (d) is or was independently developed by Recipient or its Representatives without use of or reference to the Confidential Information.

3. Confidentiality. Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4, 5 and 9 of this Agreement, and shall hold and maintain the Confidential Information in confidence using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature.

4. Permitted Disclosures. Recipient may disclose Disclosing Party's Confidential Information to Recipient's Representatives with a reasonable need to know such Confidential Information, but only if such Representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement. Recipient will be responsible for any improper disclosure of Confidential Information by Recipient and any of its Representatives who receive Confidential Information.

5. Required Disclosures. If Recipient or any of its Representatives are required (as by subpoena, civil investigative demand or similar legal or regulatory process) to disclose any Confidential Information, Recipient or its Representative so required will promptly, to the extent legally permitted, notify the Disclosing Party so that the Disclosing Party may, at its own expense, seek a protective order or take other appropriate action. In such circumstances, the person from whom Confidential Information is required will cooperate, at the Disclosing Party's expense, with the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, Recipient or any of its Representatives are, upon the advice of its counsel, legally required to disclose the Confidential Information, then the person so required may disclose to the person requiring such disclosure or as it orders only that part of the Confidential Information as is required by law to be disclosed and will use reasonable efforts, at the Disclosing Party's expense, to obtain confidential treatment therefore.



6. No License; Disclaimer of Warranties. Nothing in this Agreement shall be construed as granting any license to Recipient to any of Disclosing Party's copyrights or patent rights. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS" AND NEITHER THE DISCLOSING PARTY NOR ITS REPRESENTATIVES MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return or Destruction of Documents. If Recipient decides not to proceed with possible Transactions with Disclosing Party, Recipient shall notify Disclosing Party of that decision and shall, upon the request of Disclosing Party (at that time or at any other time for any reason), at Recipient's election, destroy or return to Disclosing Party any and all tangible records, notes, and other written, printed or other tangible materials in its possession containing the Confidential Information. Notwithstanding the return or destruction of Confidential Information pursuant to this paragraph 7, (a) Recipient and its Representatives may retain copies of the Confidential Information preserved or recorded within any computerized data storage device or component (including any hard-drive or database) or saved automatically to standard back-up or archival systems, (b) Recipient and its Representatives may retain copies of Confidential Information to the extent required by law, regulation or normal document retention policies; provided, that for so long as a person retains such Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such Confidential Information as it does in protecting its own information similarly recorded or saved, and (c) a single copy of any documents or other materials containing or reflecting Confidential Information may be retained in the files of Recipient's attorney, held subject to the confidentiality and nondisclosure terms of this Agreement, for the purpose of later establishing the content of the Confidential Information. The destruction or returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

8. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Disclosing Party or Recipient to enter into any other agreement relating to any possible Transactions or otherwise prohibit Disclosing Party or Recipient from providing the same or, subject to paragraph 9, similar information to other parties and entering into agreements with third parties. Each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party or its Representatives with regard to Transactions between the parties hereto and to terminate discussions and negotiations with the other party at any time. No agreement providing for any Transactions will be deemed to exist unless and until a Definitive Agreement has been duly executed and delivered by each of the parties hereto. Unless and until a Definitive Agreement has been so executed and delivered, neither party nor any of its Representatives has any legal obligation of any kind to the other party or its Representatives with respect to any Transactions because of this Agreement or any other written or oral indication of assent or other expression with respect to any Transactions, except, in the case of this Agreement, for the matters



specifically agreed to herein. For purposes of this paragraph, the term “Definitive Agreement” does not include a letter of intent or any other preliminary written agreement, whether or not executed, nor does it include any actual or purported written or verbal acceptance of any offer or bid.

9. Non-disclosure of Possible Transactions. Without the express prior written consent of the other party hereto, neither the Disclosing Party nor Recipient will, or will permit any of its respective Representatives to, disclose to any person any information with respect to (a) the fact of Recipient’s receipt of or access to any Confidential Information, (b) the fact, nature or status of any discussions between Recipient and the Disclosing Party regarding the possible Transactions, or (c) any other facts or information with respect to the nature, terms or status of any Transactions between Recipient and the Disclosing Party, all of which shall be deemed the Confidential Information of both parties. As the only exception to the foregoing, disclosure of any of the foregoing may be made as and to the extent required by law or regulation (which shall include any applicable requirements of the Securities and Exchange Commission or any other domestic or foreign governmental agency responsible for securities law regulation and compliance or any stock market/stock exchange on which a party’s or its parent’s securities are listed).

10. Acknowledgement. The parties hereto acknowledge that both the Disclosing Party and Recipient may be engaged in similar lines of business that from time to time may compete with one another. Notwithstanding anything to the contrary contained in this Agreement, the parties therefore agree that neither this Agreement nor any provision by the Disclosing Party to Recipient of any Confidential Information shall preclude or limit either party’s or any of its Representatives’ right and ability to engage in or operate any business, or evaluate or enter into any agreement, transaction or business relationship with any third party, including an investment in any third party, whether or not competitive with the other party or its affiliates, except insofar as this Agreement restricts the disclosure, publication or dissemination of the other party’s Confidential Information.

11. Irreparable Harm. The parties understand and acknowledge that any disclosure of any of the Confidential Information or disclosure of the possible Transactions, in each case in violation of this Agreement, may cause the non-breaching party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the non-breaching party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the non-breaching party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the non-breaching party at law or in equity.

12. Survival. This Agreement shall continue in full force from the Effective Date until the later of (a) the closing of any Transactions between the Company and Qprotyn and BRL or (b) the date which is five (5) years after the Effective Date.



13. Successors and Assigns. This Agreement and each party's obligations hereunder shall be binding on the assigns and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Hillsborough County, Florida, without regard to conflict of law principles.

15. Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement. Facsimiles or other electronic copies of signatures will be deemed to be originals.

16. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. No provision of this Agreement may be waived or amended except by means of a written agreement that is validly executed on behalf of all parties and that refers to the particular provision or provisions being waived or amended. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

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UNDERSTOOD AND AGREED:

Signature

Company

By:

Name:

Title:

Signature

Qprotyn, Inc.

By:

Name:

Title:

Signature

Bhami's Research Laboratory Pvt. Ltd.

By:

Name:

Title:

Initials: _____