

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement dated as of _____, 20__ (this “Agreement”), between _____ and AmbioPharm, Inc. located at 1024 Dittman Court, North Augusta, SC 29842; _____ and AmbioPharm, Inc. are each referred to herein as a “Party” and, together as the “Parties.”

RECITALS

WHEREAS, the Parties are interested in entering into a business relationship between themselves (the “Relationship”); and

WHEREAS, in order to further discussions with respect to the Relationship, the Parties must share information with each other about their respective businesses; and

WHEREAS, in order to protect the interests of each Party, and to encourage each Party to maintain the confidentiality of the materials disclosed to such Party, it is prudent for the Parties to agree on how the disclosed information will be used;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual acknowledgements and agreements herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Confidential Information Defined.** The confidential and proprietary information disclosed under this Agreement (hereinafter, the “Confidential Information”) is described as: any and all information and data disclosed or provided by a Party (such Party, the “Discloser”), to the other Party (such other Party, the “Recipient) before, on or after the date of this Agreement, in whatever form, whether written or oral, electronic or graphic, with respect to the Relationship or the Discloser’s business (including, without limitation, its intellectual property, operations, finances, prospects, customers and personnel.)
2. **Duty Not to Disclose.** The Recipient agrees to retain in confidence and to prevent the disclosure of the Confidential Information to any third party without the prior written consent of the Discloser; provided, however, the Recipient may disclose Confidential Information to its officers, directors, employees, partners, investors, shareholders, lawyers, accountants and consultants (collectively, the “Representatives”) on a need-to-know basis only for the purpose of assisting the Recipient: (a) in evaluating and reaching a decision on whether to proceed with the Relationship, or (b) in the discharge of its obligations in such Relationship and who are bound by

contractual obligations of confidentiality and non-use at least as restrictive as those set forth in this Agreement. The Recipient shall use the same degree of care with respect to the Confidential Information as it would with its own proprietary and confidential information and in no event use less than a reasonable degree of care.

3. Certain Exceptions. This Agreement imposes no obligations upon the Recipient with respect to any Confidential Information which (a) was in the Recipient's Possession before receipt of such information from the Discloser as evidenced by recipient's written documents other than a result of any prior confidential disclosure by the Discloser a third party with an obligation of confidentiality to the Discloser or the receiving party's breach of any legal obligation(b) is or becomes a matter of public knowledge through no fault or violation of this agreement by the Recipient; or (c) is rightfully received by the Recipient from a third party who, to the Recipient's knowledge, is not under a duty of confidentiality.
4. Disclosure Required by Legal Process. Notwithstanding any other provision of this Agreement, the Recipient may disclose Confidential Information which is required to be disclosed by law, rule, regulation, administrative or legal process ("*Compelled Request*"); provided, however, the Recipient shall give prompt written notice of any *Compelled Request* for such information to the Discloser and agrees to cooperate with the Discloser, at the Discloser's expense, to challenge the request or limit the scope of disclosure of such information, as the Discloser may request and deem appropriate.
5. Covenants as to Use of Confidential Information. The Recipient agrees and covenants that none of the Confidential Information received by it shall be used by it for any purpose other than in connection with evaluating whether to proceed with the Relationship.
6. No Representatives or Warranties. The Discloser makes no representations or warranties with respect to the accuracy or completeness of the Confidential Information.
7. Return or Destruction of Information. Upon the written request of the Discloser, at the termination of the Agreement or at such earlier time as the Discloser may specify, the Recipient shall either destroy or return to the Discloser, as the Discloser may request in its sole discretion, all copies of the Confidential Information.
8. Termination. The Recipient's obligations under this Agreement shall terminate on the earliest of (a) the five (5) year anniversary of the date of

this Agreement and (b) the execution of the definitive agreement with respect to the Recipient's participation in the Relationship, provided that such definitive agreement expressly addresses the issue of confidentiality between the Parties, and (c) a date that the Parties mutually agree to in writing.

9. Remedies. The Recipient acknowledges that disclosure of the Confidential Information will cause harm to the Discloser and that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of the Recipient's breach of this Agreement, the Discloser shall be entitled to seek equitable relief, including an injunction or specific performance, to remedy Recipient's breach.

10. Miscellaneous. Section headings in this Agreement are for reference only and shall not affect the construction, scope, or enforceability of the provisions herein. All additions or modifications to this Agreement must be in writing and signed by both Parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall together constitute one and the same instrument.

11. Governing Law. The laws of the State of South Carolina, USA shall govern this Agreement, and the parties hereby submit to the jurisdiction of the South Carolina courts, both state and federal.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by its authorized representative as of the date first above written.

AmbioPharm, Inc.

Company Name

By: _____

By: _____

Name: Michael Pennington

Name:

Title: Chief Scientific Officer

Title: