4914 Moores Mill Road, Huntsville, Alabama 35811

RECIPROCAL NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the **"Agreement"**) is made and entered into this _____ day of _____, 20___ (the **"Effective Date"**) by and between Plasma Processes, LLC, a Georgia corporation (the **"Company"**), and _____, a/an _____ (**"Business Partner"**).

W I T N E S S E T H:

WHEREAS, the parties hereto anticipate disclosing to each other certain proprietary, trade secret or confidential information during the negotiation, establishment and operation of a potential business relationship (the **"Transaction"**).

WHEREAS, the parties have therefore agreed to enter into this Agreement regarding the disclosure and use of such proprietary and confidential information.

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

1. Definitions. In this Agreement, unless the context otherwise requires or expressly provides, the following words shall have the following meanings, respectively:

a. **"Affiliates Companies"** shall mean in relation to any party, any subsidiary, brother-sister company, trust or holding company and any subsidiary of any such holding company, and in the case of Business Partner, any Company formed by Business Partner to participate in an acquisition of Company.

b. **"Information"** shall mean any information disclosed by a party (the **"Disclosing Party"**), the Disclosing Party's Personnel, or any of its Affiliated Companies to the other party (the **"Recipient"**), whether disclosed orally, in writing or in any other medium, relating to any aspect of the Transaction, the transactions contemplated thereby, or the business of the Disclosing Party or any of its Affiliated Companies, including, without limitation; business plans, marketing plans, ideas, processes, improvements, discoveries, inventions, techniques, projections, commercial or financial information, trade secrets, know-how, demonstrations, drawings, designs, diagrams, documentation, customer lists, specifications and other similar information, whether protected by trade secret, copyright, patent or other intellectual property rights; *provided, however*, that Information disclosed orally, in order to be subject to this Agreement, shall be identified to the Recipient in writing within thirty (30) days after such oral disclosure; *provided, further*, that Information disclosed orally to the Receiving Party as being apparent from within the confines of the Disclosing Party's manufacturing environment or other facilities shall be considered Information notwithstanding whether or not such information is later confirmed in writing, provided that such facilities are secured by industry standard means.

c. **"Personnel"** shall mean any officer, employee, servant, consultant, independent contractor, or other personnel of the Recipient or the Disclosing Party, as the case may be, or their Affiliated Companies.

d. **"Specific Purpose"** shall mean any purpose relating to the Transaction; including, but not limited to, the evaluation of the Company's product(s) by Business Partner and any other purpose that the Disclosing Party may authorize specifically in writing from time to time.

2. **Confidentiality**. Subject to the terms hereof, the Recipient acknowledges and agrees that the Information is confidential and proprietary to the Disclosing Party, that the Recipient has no proprietary interest therein whatsoever and that the Information shall be treated as set forth below. The Recipient acknowledges that Information, related to Company's technology, inventions, or other Information as otherwise indicated by the Company is a "trade secret" pursuant to the Uniform Trade Secrets Act.

3. **Non-Disclosure**. The Recipient hereby irrevocably agrees that it shall, and shall cause its Personnel to, keep all Information in its possession and hold the Information in confidence and in particular shall:

i. not use any of the Information in any way other than for the Specific Purpose;

ii. not disclose the Information to any third party without the prior written consent of the Disclosing Party and shall limit access to the Information to only such of its Personnel as need to know the same for the furtherance of the Specific Purpose. The Recipient shall immediately notify the Disclosing Party of any request by any third person that the Information be disclosed and shall reasonably cooperate with the Disclosing Party in its efforts to protect the Information from disclosure;

iii. take such reasonable precautions and make such arrangements as are necessary to protect the Information, including, but not limited to, informing those Personnel requiring access to Information of their responsibilities under this Agreement. Recipient hereby accepts full responsibility in the event that any of its Personnel shall breach the obligations of confidentiality hereunder;

iv. not make or have made any copy, record or duplication of any of the Information (or product) disclosed or reduce it to writing or in any medium if disclosed orally except as is necessary for the Specific Purpose; and

v. not use any of the Information in any way which may be harmful to or against the interests of the Disclosing Party or any of its Affiliated Companies.

4. **Resume of Information**. When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Information prior to disclosure of the actual Information to enable

the recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.

5. **Exceptions**. The obligations contained herein shall not apply to:

i. information that is now in or hereafter enters the public domain without a breach of this Agreement;

ii. information known to the Recipient prior to the time of disclosure by the Disclosing Party or independently developed by the Recipient's representatives without access to the Information; and

iii. information disclosed in good faith to the Recipient by a third person not legally barred from disclosing the same.

6. **Return of Information**. At the Disclosing Party's request the Recipient shall, at the Recipient's cost, promptly deliver to the Disclosing Party all papers, documents, tapes, photographic materials, computer storage media and other material containing Information or any specified part of it supplied to the Recipient under this Agreement, together with any copies of extracts thereof or record in writing or otherwise of orally transmitted information that have been made (whether or not in breach of this Agreement).

Such materials may instead be destroyed at the Disclosing Party's option, provided that the Recipient shall certify such destruction to the Disclosing Party within (5) days.

7. **Export Regulations**. Information provided by the Disclosing Party may be subject to the U.S. export control laws, including but not limited to the U.S. Export Administration Act, the International Traffic in Arms Regulations and associated rules and regulations, and may be subject to export or import regulations in other countries. Recipient agrees to comply strictly with all such regulations, and will be solely responsible and liable for any disclosures thereof.

8. **Term of Agreement**. The Recipient's obligations under this Agreement shall survive any termination of its right to use the Information or any part of it for the Specific Purpose. Withdrawal of the whole or any part of the Information from the recipient's possession by the Disclosing Party shall not affect the Recipient's obligations. The obligations contained in this Agreement shall in any event expire three years from the date hereof, or such longer period as the information disclosed remains otherwise protectable under any country's Patent, Trademark, or Copyright laws, or under any State's Trade Secret laws, or any other applicable statute, law, or regulation protecting said Information.

9. **Remedies**. In view of the confidentiality and value of the Information, Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and the Disclosing Party's business, and expressly agrees that monetary damages would not be a sufficient remedy for breach of this Agreement by Recipient or any of its Personnel. Accordingly, Recipient

hereby waives any objection to the Disclosing Party or any of its Affiliate Companies applying for equitable relief, including injunctive relief and specific performance, without having to post a bond or other security. Further, in the event of any misappropriation of trade secrets, the Disclosing Party shall be entitled to injunctive relief, damages, attorneys' fees, and other remedies available to it pursuant to law. In addition, the Disclosing Party may exercise any other remedies it may have. Recipient further agrees that the Disclosing Party may exercise its rights under this clause notwithstanding that any damage arising from breach of this Agreement may be suffered by an Affiliated Disclosing party and, further, that any of the disclosing party's affiliated companies may exercise the rights under this Agreement notwithstanding that they may not be a signatory to this agreement.

10. **Waiver**. No waiver, forbearance or delay by the Disclosing Party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict the Disclosing Party's right, nor shall waiver by the Disclosing Party or any breach operate as a waiver of any subsequent or continuing breach thereof.

11. **No Exclusivity**. Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

12. **No Publicity**. Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

13. **No Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other party.

14. **Severability**. In the event that any provision contained in this Agreement or any part of any such provision shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement or the remaining part thereof which shall then be construed as if such invalid or unenforceable provision or part thereof had never been contained herein.

15. **Successors and Assigns**. The obligations of the parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns and affiliates. This Agreement may be amended or modified only by a subsequent agreement in writing.

16. **Counterparts**. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. **No License**. Nothing herein shall be construed as a grant by the Disclosing Party of any license, directly or by implication, estoppel or otherwise, in any Information.

18. **Governing Law**. This Agreement shall be construed according to and governed by the laws of the State of Alabama. Both parties agree that the exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in any federal or state court situated in the

State of Alabama, and by execution of this Agreement, both parties irrevocably consent to such exclusive jurisdiction and to the proper venue therein.

19. **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

Company: Plasma Processes, LLC
Attention: Cindy Wier
4914 Moores Mill Road
Huntsville, Alabama 35811

Business Partner: _____

20. **Final Agreement**. This Agreement terminates and supersedes all prior oral and written understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

21. **Headings**. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

22 . **Non-Solicitiation.** During the Term and for one (1) year thereafter, Business Partner shall not encourage or solicit any employee, independent contractor, vendor, or client of Plasma to leave or terminate its relationship with Plasma for any reason.

-SIGNATURES ON FOLLOWING PAGE-

4914 Moores Mill Road, Huntsville, Alabama 35811

-SIGNATURE PAGE TO RECIPROCAL NON-DISCLOSURE AGREEMENT-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

"Company"
Plasma Processes, LLC

_____
NAME:
TITLE:
ADDRESS:
CITY, STATE, ZIP:
EMAIL:
PHONE:
DATE SIGNED:

"Business Partner"

_____
NAME:
TITLE:
ADDRESS:
CITY, STATE, ZIP
EMAIL:
PHONE:
DATE SIGNED: