

NON-DISCLOSURE AGREEMENT

Agreement made as of _____ (the "Effective Date") between Cell Line Genetics LLC (CL Genetics) with offices at 5201 SW Westgate Dr, Suite 109 Portland, OR 97221 and _____ with offices at _____.

1. The parties hereto intend to engage in discussions regarding a potential business relationship or one or more potential commercial transactions, as may be mutually agreed in writing between FUJIFILM and Company (the "Project"). In connection with such discussions, it is anticipated that the parties may share certain proprietary, technical, commercial, and other information with each other. As used in this Agreement, "Information" means all information or material disclosed or provided by the disclosing party to the receiving party in connection with the Project, concerning any aspect of the business, technology, or affairs of the disclosing party or its affiliates that is not publicly known or otherwise publicly available, including without limitation, any information or material pertaining to products, specifications, inventions, designs, drawings, processes, formula, methods, know-how, plans, policies, procedures, legal and regulatory affairs, assets (including any trade secrets and licenses to intellectual property), discoveries, inventions, trademarks, patents, scientific or technical data, unpublished findings, samples, research or development, distribution, sales, marketing, expenses, business plans, manufacturing plans, financial plans, pricing information, statements and data, customer and supplier lists, costs of goods, and relationships and transactions with third parties. Information shall also include (i) all notes, data, compilations, analyses, documents and other materials prepared by the receiving party on the basis of what it receives from the disclosing party and (ii) any proposed terms and conditions of any relationship or transaction between the parties as contemplated by the Project. As used in this Agreement, "affiliates" of a party shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with, such party where "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a legal entity, whether through the ownership of voting securities, by contract or otherwise. The parties agree that "Information" includes the fact that the Project itself is being conducted.

2. The receiving party and its subsidiaries and affiliates (collectively referred to as "Recipient") agree to maintain in confidence the Information with at least the same degree of care Recipient holds its own confidential and proprietary information, but at all times with no less than reasonable care. Recipient will not use the Information except for its evaluation of the Project pursuant to this Agreement. Recipient will disclose the Information only on a need-to-know basis to those employees, independent contractors, subsidiaries and affiliates directly concerned with the evaluation of the Project and obligated to be bound by the confidentiality obligations of Recipient hereunder. Recipient will not disclose the Information to any third party and will only use the Information as specifically permitted hereunder.

3. The receiving party's preceding obligations of non-disclosure and the limitation upon the right to use the Information shall not apply to the extent that the receiving party can demonstrate that the Information is:

- (a) in the possession or control of the receiving party prior to the time of disclosure hereunder;
- (b) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the receiving party;
- (c) lawfully obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or

- (d) developed independently by personnel of the receiving party who have not had access to Information received from the disclosing party.

Information shall not be considered public knowledge or in the prior possession of the receiving party if it is merely embodied in more general information in the public domain or in the receiving party's possession.

4. All proprietary rights (including but not limited to patent rights, copyrights and trade secrets) in and to the Information shall remain the disclosing party's property.

5. The receiving party shall not cause or permit the reverse engineering, reverse assembly or reverse compilation of any Information or include any Information in any patent or patent application. Except as expressly authorized in writing, neither party shall use the Information of the other party to create any improvements, enhancements, modifications or derivatives based on such Information nor will either party try to reverse engineer any product involving the Information.

6. The Information being disclosed pursuant to this Agreement is disclosed with the express understanding that neither CL Genetics nor Company will be obligated to enter into any further agreement relating to the Project or the Information, and nothing in this Agreement shall be construed as granting any license relating thereto. Furthermore, neither the execution and delivery of this Agreement nor the disclosure of any Information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present or future invention, trade secret, trademark, know-how, copyright, patent or intellectual property now or hereafter owned or controlled by either party.

7. Upon the written request of the disclosing party at any time, the receiving party shall without delay return to the disclosing party (or at the disclosing party's option, destroy) all Information including, without limitation, all copies, summaries, extracts, compilations and analyses thereof or based thereon. Thereafter, the receiving party may not retain any copies of the Information for its own use or purpose, including, without limitation, such information contained in magnetic or other tangible media or in information retrieval systems. The receiving party shall not be required to destroy any computer files created during automatic system back-ups that are subsequently stored securely. Notwithstanding the foregoing, the receiving party may retain one (1) archival copy of the disclosing party's Information in a secure location solely for purposes of monitoring the receiving party's obligations hereunder or as otherwise required to be retained by law.

8. Each of CL Genetics and Company represent to the other party that it has the full authority and right to enter into this Agreement and to disclose to the other party the Information disclosed by it. The parties specifically disclaim all other warranties, guarantees, or representations of any kind with respect to the Information, and related damages of whatever kind.

9. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in writing signed by the parties.

10. The receiving party agrees that a breach of this Agreement may result in irreparable harm to the disclosing party. In seeking enforcement of any of these obligations, the disclosing party shall therefore be entitled to seek injunctive and other equitable relief to prevent or restrain the breach of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting the disclosing party from pursuing any other remedies that may be available to it, whether at law or in equity.

11. In the event the receiving party is required by law, regulation or court order

to disclose any Information, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure in order to allow the disclosing party to seek a protective order or other appropriate remedy from the proper authority. The receiving party will cooperate with the disclosing party in seeking such order or other remedy. If the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Information, the receiving party will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to such Information.

12. Each party agrees not to export, directly or indirectly, any Information acquired from or belonging to the other under this Agreement, or any products made utilizing any such Information, to any country for which the U.S. Government or any agency thereof at the time of export prohibits such export or requires an export license or other governmental approval for such export unless it first obtains such license or approval. The parties shall comply with all applicable laws, regulations, rules, and regulatory orders of any relevant jurisdiction.

13. Any term or condition of this Agreement which is determined by a court or other governmental body to be unenforceable in any jurisdiction will, as to such term or condition and jurisdiction only, be deemed severed to the extent of such unenforceability and, subject to such severance, this Agreement will continue in effect in accordance with its other terms and conditions.

14. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other.

15. This Agreement shall be governed by the laws of the State of Oregon without giving effect to its conflicts of laws rules.

16. Neither party shall assign or transfer this Agreement or any of the rights and obligations hereunder to any third party without prior written consent of the other party.

17. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

18. This Agreement shall commence as of the Effective Date, and continue for a period of two (2) years thereafter, unless earlier terminated by one party providing written notice of termination to the other. The receiving party's non-disclosure and non-use obligations with respect to the disclosing party's Information shall survive termination or expiration of this Agreement until the tenth (10th) anniversary of such termination or expiration; provided, however, that for Information that is a trade secret under applicable law, such obligations shall survive until such Information is no longer a trade secret.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Cell Line Genetics LLC.

By: _____

By: _____

Name:

Name:

Title:

Title: