

INSTITUTIONAL REVIEW BOARD

NON DISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of _____, 2013 between the International Cellular Medicine Society (ICMS), a Colorado nonprofit corporation (the "Society"), and _____ ("Member "). The Society maintains an Institutional Review Board ("IRB") to meet periodically to review and approve the action plan for proposed clinical trials, evaluate that the proposed clinical trial is well designed, does not involve undue risks and includes necessary and required safeguards for patients. In the course of review, information may be provided to Members, or be given by other Members, about and in reference to new, innovative, confidential and/or potentially profitable processes, procedures and therapies that are not of public knowledge and are the sole property of Presenter.

IRB Member desires to serve on the Society's IRB, and as such, the Society and IRB Member desire to enter into a binding, legal contractual relationship ("Agreement") that defines the relation of the IRB Member with respect to Intellectual Property to which the IRB Member may own, have access to, or contribute to as a result of IRB Member engagement with the Society's IRB.

Definitions:

Member: A member in good standing with the Institutional Review Board of the Society. *Presenter:* A physician, scientist or other member of the Society who may or may not be a Member of the IRB, who is presenting information for review from the IRB.

NOW, THEREFORE, in consideration of the mutual agreement and consideration, the Society and IRB Member hereby agree as follows:

Nondisclosure and Nonuse of Confidential Information. IRB Member shall not disclose or use at any time, either during his engagement with the IRB or thereafter, any Confidential Information (as defined below) of which IRB Member is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by IRB Member's performance of duties assigned to IRB Member by the Society. IRB Member shall take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft.

As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed, presented or obtained by IRB Members in connection with their business, including but not limited to (i) therapies or procedures, (ii) fees, costs and pricing structures, (iii) designs, (iv) analysis, (v) drawings, photographs and reports, (vi) data bases, (viii) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xi) customers and clients and customer or client lists, (xii) copyrightable works, (xiii) all technology and trade secrets, and (xiv) all similar and related information in whatever form. Confidential Information shall not include any information that has been published in a form generally available to the public prior to the date IRB Member proposes to disclose or use such information. Information shall not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

General Provisions.

(a) *The Society.* While the Society makes no warrants of ownership over any Intellectual Property or Confidential Information as presented or reviewed during any meeting of the Institutional Review Board, the Society shall serve as de facto guarantor of the rights of its IRB and its members, assurer of the confidentiality of its IRB, and thus a party to any claim and/or remedy arising from the breach of this agreement.

(b) *Absence of Conflicting Agreements.* IRB Member hereby warrants and covenants that (i) his engagement with the Society and his execution, delivery and performance of this Agreement do not and shall not result in a breach of the terms, conditions or provisions of any agreement, instrument, order, judgment or decree to which IRB Member is subject, (ii) IRB Member is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity and (iii) upon the execution and delivery of this Agreement by the Society, this Agreement shall be the valid and binding obligation of IRB Member, enforceable in accordance with its terms.

(c) *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction,

and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) *Complete Agreement.* This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(e) *Counterparts.* This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(f) *Successors and Assigns.* Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Society, its Agents and their respective successors and assigns.

(g) *Choice of Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits hereto shall be governed by laws of the State of Colorado.

(i) *Remedies.* All Parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorneys fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. Parties furthermore agree that monetary damages shall accordingly not be an adequate remedy for any breach of the provisions of this Agreement and that Parties shall be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction in order to enforce or prevent any violations of the provisions of this Agreement.

(j). *Liquidated Damages.* The Parties agree and acknowledge that the breach of any term or provision of this Agreement shall materially and irreparably harm the Society Parties to this Agreement agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of confidentiality provisions set forth in this Agreement. Therefore, Parties agree that, in the event of the breach of this Agreement, the IRB Member shall pay to the Society, as liquidated damages, ten (10) thousand dollars (\$10,000) for each breach. Parties further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Society due to any such breach. Parties also agree that nothing in this section is intended to limit the Society's or the Presenter's right to obtain injunctive and other relief as may be appropriate.

(k) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Society and IRB Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

By: _____

Name: _____

Title: _____ Date: _____

For: International Cellular Medicine Society

By: _____

Name: _____

Title: _____ Date: _____