

CONFIDENTIALITY AGREEMENT

This AGREEMENT, effective [REDACTED], 2015, by and between Biomatrix, Inc., a Delaware corporation, having an address at 5627 Oberlin Drive, Suite 120, San Diego, CA 92121 (“Biomatrix”) and [REDACTED], having an address at [REDACTED] (“Company”) shall govern the conditions of disclosure by or on behalf of a party (the “disclosing party”) to the other party (the “receiving party”) of certain INFORMATION (as hereinafter defined) for the purpose of [evaluating the possibility of entering into a future business arrangement] (“Purpose”)

As used herein “INFORMATION” shall mean proprietary information which, (i) with respect to Biomatrix, consists of technical, business, clinical, scientific, or other information or ideas, including information and ideas relating to Biomatrix’s current and planned research and development activities and projects, the identity, composition and properties of Biomatrix’s products (whether marketed or in research or development), sample collection, storage, tracking and retrieval, and (ii) with respect to [Company], consists of information relating to [REDACTED], and in each case that the disclosing party either (a) provides in writing to the other party and marks “Confidential,” or (b) discloses orally and confirms in writing to the other party within thirty (30) days of such oral disclosure and specifying with particularity the non-written INFORMATION that is subject to this Agreement.

With regard to INFORMATION, the receiving party agrees (i) not to use INFORMATION of the disclosing party except for the Purpose, (ii) to safeguard INFORMATION of the disclosing party against unauthorized disclosure to others using the same degree of care as it exercises with respect to its own proprietary information and in no event less than a reasonable degree of care, and (iii) not to disclose INFORMATION of the disclosing party to others (except to its employees, consultants, agents, and attorneys who reasonably require such INFORMATION for the Purpose but only if they are bound to the receiving party by obligations regarding the use and further disclosure of INFORMATION substantively the same as those to which the receiving party is bound under this Agreement); except that the receiving party shall not be prevented from using or disclosing

INFORMATION of the disclosing party which such party can establish:

- (a) was previously properly known to the receiving party without any restriction on use or disclosure;
- (b) is now public knowledge, or becomes public knowledge in the future, other than through acts or omissions of the receiving party;
- (c) is lawfully obtained by the receiving party without any restriction on use and disclosure from sources independent of the disclosing party and which independent source the receiving party reasonably believes has a lawful right to disclose such INFORMATION; or
- (d) is developed by the receiving party independently of the INFORMATION received hereunder.

Upon written request by the disclosing party, the receiving party will promptly return or destroy all INFORMATION of the disclosing party and all copies thereof, and shall discontinue any further use of such INFORMATION, except that the receiving party may retain one (1) copy for archival purposes

Each Party warrants that it has the right to disclose the INFORMATION disclosed to the receiving party under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ALL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED TO THE RECEIVING PARTY “AS IS.”

Each party agrees that neither furnishing its INFORMATION under this Agreement nor anything contained in this Agreement shall constitute any grant, option, or license under any patent or other rights now or hereinafter held by such party. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation upon either party to disclose any particular INFORMATION to the other party or to negotiate or enter into any further agreement or arrangement relating to any INFORMATION. All INFORMATION disclosed by or on behalf of the disclosing party to the receiving party or its

representatives shall be and remain the disclosing party's property.

Each party may disclose the other party's INFORMATION to the extent such disclosure is necessary to comply with an applicable governmental law, regulation, or court order; provided, however, each party agrees to provide the other party with notice of such necessary disclosure in advance of disclosure, if possible, so that such other party may take any action it deems appropriate to prevent or limit disclosure, and the other party agrees to provide reasonable cooperation with such actions.

The existence and terms of this Agreement shall be held in confidence by both parties and shall not be disclosed to any person or entity without the prior written consent of the other party.

Each party agrees that monetary damages may be an inadequate remedy for any material breach of this Agreement and that any such breach may cause the other party irreparable harm. Accordingly, each party agrees that, in the event of any breach or threatened breach of this Agreement, and in addition to any other remedies at law or in equity it may have, the non-breaching party is be entitled to seek equitable relief, including injunctive relief and specific performance.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a facsimile (including a PDF image

delivered via email) copy of this Agreement, including the signature pages, will be deemed an original.

The term of this Agreement shall be for a period of one (1) year from the Effective Date ("Term"). The obligations under the terms of this Agreement shall remain in effect for five (5) years from expiration of the Term.

Each party acknowledges that the other party's employees are valuable business assets. During the term of this Agreement and for period of one (1) year after expiration or termination], each Party agrees not to solicit or hire, either directly or indirectly, any of the other's employees. An exception to this prohibition may be agreed to in writing. Notwithstanding the foregoing, this restriction will not apply to any unsolicited inquiries made by an employee of either party to the other party or the inquiries received from a party's employee as the result of a general notice or advertisement placed by the other party. [The Parties agree that, in the event of any violation of this provision, the damages to be paid by the defaulting party shall be twenty percent (20%) of the individual's annual salary, excluding benefits and/or stock options.

This Agreement shall be governed by and construed in accordance with the laws of California, without regard to the conflicts of law principles that would provide for application of the law of a jurisdiction other than California.

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<b>Biomatrica, Inc.</b>	<b>[Company]</b>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Date:</i>	<i>Date:</i>