

OOZOA Biomedical, Inc.

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CONFIDENTIALITY AGREEMENT

Oozoa Biomedical Inc (hereinafter referred to as "**Oozoa**"), a company incorporated in British Columbia, Canada, is involved in providing consulting services in many areas of reproductive biology, with particular reference to the diagnosis and treatment of human infertility. These include, but are not restricted to: (a) research into and development of diagnostic and therapeutic laboratory methods and their quality control; (b) laboratory design and establishment; (c) staff recruitment and training; (d) laboratory evaluation and trouble-shooting; (e) general aspects of laboratory management including Total Quality Management (TQM); and (f) the design and evaluation of related laboratory products including culture media and other solutions. Other areas served include the artificial breeding of domesticated and endangered species.

It is asserted that **Oozoa** possesses and has the right to dispose and otherwise disclose confidential information related to its stated activities; such information being considered by **Oozoa** to constitute a valuable commercial asset to **Oozoa**.

If both parties to this Agreement are declared to be Disclosing Parties then both parties shall receive equal protection of their confidential information and neither party shall employ in any practical sense whatsoever, nor have the right to derive independent commercial benefit from, any confidential information disclosed by the other party pursuant to the terms of this Agreement

In recognition of the desire by **Oozoa** and the Participant (see below) to consider entering into a business association, this Agreement is being implemented to provide mutual protection of confidential information.

DEFINITIONS

Confidential Information means all unpatented designs, drawings, data of any type, business plans and other information of a fiscal or economic nature, specifications, inventions, manufacturing processes or systems, or technology (see below) known to the Disclosing Party. Experience acquired by the Disclosing Party during the course of its business is also considered to be confidential information.

Technology means all information, know-how, methods and techniques, including laboratory or clinical treatments, and test methods or procedures, developed or elaborated by the Disclosing Party.

Effective Date means the date upon which this Agreement is signed by representatives of both the Disclosing and Receiving Parties.

PRINCIPLES

In order to protect this confidential information which may be disclosed between them, **Oozoa** and the Participant identified below, intending to be legally bound, agree that:

1. The party or parties disclosing information are:

(Fill in "Oozoa", Participant's name or "BOTH")

2. A party ("Disclosing Party") may disclose Confidential Information to another ("Receiving Party"). The parties' representatives for disclosing or receiving information are:

For **Oozoa** : _____ *David Mortimer* _____

For Participant : _____

3. Information disclosed under this Agreement is described as, but not specifically restricted to:

4. This Agreement controls only that information which is disclosed to the Receiving Party from the Effective Date until the Termination Date stated below:

_____ day of _____ 20____

If no Termination Date is specified then the Information is to be considered to remain confidential without time limit, or until it passes into the public domain by no fault or action of the Receiving Party.

5. The existence and nature of the relationship created under this Agreement is confidential and shall be treated as Confidential Information pursuant to the terms of this Agreement.

6. The Receiving Party shall use the Confidential Information of the Disclosing Party solely for purposes of discussion and evaluation. The Receiving Party will not disclose the Confidential Information to any person except its employees, consultants or subcontractors to whom it is necessary to disclose the information for such evaluation, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to information covered by this Agreement shall be informed of the existence of this Agreement. The Receiving Party shall protect all Confidential Information using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information.

7. The Receiving Party's duties under this Agreement shall apply only to information in any written document, report, memorandum, correspondence, drawing or other material, computer software or data, developed or prepared by the Disclosing Party or any of its representatives, which have been clearly marked "Confidential." Oral disclosures must be reduced to writing, referenced to the original location and date and time of the oral disclosure, and clearly marked "Confidential" within fourteen

(14) days after disclosure to be considered Confidential Information and hence subject to the terms and conditions of this Agreement. Disclosures in the form of tangible materials, samples or products must be transmitted to the Receiving Party accompanied by a written memorandum to be considered Confidential Information.

- 8. Notwithstanding any other provision of this Agreement, Confidential Information shall not include any item of information, data, patent or idea which: (a) is within the public domain prior to the time of disclosure by the Disclosing Party to the Receiving Party, or thereafter enters the public domain other than as a result of disclosure by the Receiving Party or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure, in the possession of the Receiving Party; (c) is acquired by the Receiving Party from a third party not under an obligation of confidentiality; or (d) is hereafter independently developed by the Receiving Party, without any reference to the Confidential Information received from the Disclosing Party.
- 9. The Receiving Party agrees to return all Confidential Information, including tangible materials, received from the Disclosing Party at the request of the Disclosing Party except that the Receiving Party may retain in its confidential files one (1) copy of any written information for record purposes only.

- 10. In the event that the Receiving Party or anyone to whom it transmits the Confidential Information pursuant to this Agreement becomes legally required to disclose any such Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of any proprietary information which is legally required in the opinion of the Disclosing Party's counsel.
- 11. This agreement is made under, and shall be construed in accordance with, the laws of British Columbia and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations relating to the subject described in Paragraph 3. This Agreement may not be superseded, amended or modified except by written agreement between the parties hereto.
- 12. The parties hereto have caused this Agreement to be executed on their behalf in duplicate (each of which duplicates shall be deemed an original) to be effective from the Effective Date. Each document is printed on two sides of a single sheet of paper.

FOR OOZOA BIOMEDICAL INC

Company/Individual: ***Oozoa Biomedical Inc***

Address: ***Box 93012 Caulfeild Village RPO,
West Vancouver, BC, V7W 3G4, CANADA***

Authorized signature : _____

Name: ***David Mortimer*** _____

Title: ***President*** _____

Date: _____

FOR PARTICIPANT

Company/Individual: _____

Address : _____

Authorized signature : _____

Name: _____

Title: _____

Date: _____