

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“NDA”) is entered into by and between Redstone Laboratories, Inc., hereinafter referred to as “RLI”, and \_\_\_\_\_, hereinafter referred to as “Client”.

### Preliminary Statements

1. It is understood that a business relationship is or may be contemplated between the undersigned parties, Client and RLI.
2. The mutual objective of the parties hereto is to provide appropriate protection for each parties’ Confidential Information (as defined herein) while maintaining the parties’ ability to conduct the parties’ respective business activities.
3. Each of the parties considers their respective Confidential Information to be valuable and wishes to protect it.
4. Accordingly, the parties wish to enter into this NDA to ensure that the terms and conditions hereof apply when one party (the “Discloser”) discloses Confidential Information to the other (the “Recipient”) under this NDA.

NOW, THEREFORE, for good, valuable and binding consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### Statement of Agreement

#### 1. Definition of Confidential Information

The term “Confidential Information” includes, but is not limited to, all business strategies, formulae, notes, analyses, compilations, studies, interpretations, computer code, drawings, architectural designs, hardware, prototypes, specifications, notebook entries, business plans, computer printouts, technical memoranda and correspondence, product development agreements or other documents prepared by Discloser or its representatives which contain, reflect or are based upon any information furnished to Recipient or its representatives pursuant hereto. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its representatives, (ii) was rightfully within Recipient’s possession prior to its being furnished by or on behalf of Discloser pursuant hereto or is disclosed to Recipient by another party without obligation or confidentiality, (iii) becomes available to Recipient on a nonconfidential basis from a source other than the Discloser, or (iv) is developed independently by Recipient.

Recipient’s obligations shall only extend to Confidential Information that is clearly marked as confidential at the time of disclosure or, if orally disclosed, is orally identified as confidential at the time disclosed and is, within forty-eight (48) hours of disclosure, so identified and summarized in a reasonably detailed writing. Confidential Information may be disclosed:

2. in writing;
3. by delivery of tangible things;
4. by initiation of access to information, such as may be contained in a computerized database; or
5. by oral and/or visual presentation.

#### 6. Use of Confidential Information

Recipient agrees that it will keep the Confidential Information confidential and use it solely for the purpose of conducting business transactions with the discloser, or for evaluating a possible business transaction between the Recipient and the Discloser. The Confidential Information shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever, unless specifically agreed to by Discloser in writing. The parties further agree not to copy, reverse engineer or permit to be copied or reverse engineered Discloser’s Confidential Information.

7. Standard of Care

The Recipient agrees to use the same degree of care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. Notwithstanding the foregoing, Recipient may (i) make any disclosure of such information to which Discloser gives its prior written consent, and (ii) disclose any such information to Recipient's employees or representatives who need to know such information and who agree for the benefit of Recipient and Discloser to keep such information strictly confidential. Any employee or representative given access to any Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing.

8. Duration of Confidentiality Obligation

Confidential Information disclosed pursuant to this NDA will be subject to the terms of this NDA for three (3) years following the date hereof.

9. Mandatory Disclosure

Notwithstanding any other provision hereof, in the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide Discloser with prompt written notice of any such request or requirement so that Discloser may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Recipient is nonetheless legally compelled to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Recipient exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10. Return of Confidential Information

Recipient shall, upon the written request of the Discloser for any reason, promptly deliver to Discloser all Confidential Information (and all copies thereof) furnished to Recipient by or on behalf of Discloser pursuant hereto. Notwithstanding the return of the Confidential Information, the parties hereto will continue to be bound by their obligations of confidentiality and other obligations hereunder.

11. No Warranty

Neither party makes any representation or warranty as to the accuracy or completeness of any Confidential Information furnished to the other party hereunder.

12. Injunctive Relief

In the event of any breach of this agreement, Recipient agrees that Discloser shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.

13. No Right to Confidential Information

Recipient hereby agrees and acknowledges that no license, either express or implied, is hereby granted to Recipient by Discloser to use any of the Confidential Information. Recipient further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions or products of Discloser directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the Discloser, and the Recipient has no right or title thereto.

#### 14. No Assignment

Neither party shall voluntarily or by operation of law assign, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

#### 15. Modification of Agreement

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

#### 16. Entire Agreement

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

#### 17. Severability of Agreement

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

#### 18. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 19. Representation on Authority of Parties/Signatories

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.

#### 20. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver shall constitute a continuing waiver unless the writing so specifies

21. Choice of Law

The parties agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of Florida; agree that any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Hillsborough County, Florida; and submit to the personal jurisdiction and venue of such courts.

22. Attorney Fees Provision

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

23. Notice

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to:

If to: Redstone Laboratories, Inc. 1425 Shell Flower Drive  
Brandon, FL 33511

Attention: Lawrence Wimble  
Fax: 866-752-0133

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

Redstone Laboratories, Inc.

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Lawrence A. Wimble  
Title: President/CEO  
Date: \_\_\_\_\_