

## CONFIDENTIAL DISCLOSURE AGREEMENT

Agreement dated \_\_\_\_\_, between InnesFarm, Inc. d/b/a "Mission Research", a Delaware Corporation having principal offices located at 355 East Liberty Street, Suite 201, Lancaster, PA 17602 and \_\_\_\_\_ (the "Company"), a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_.

1. Background. Mission Research and the Company intend to engage in discussions and negotiations concerning the establishment of a business relationship between Mission Research and the Company. In the course of such discussions, negotiations and work performed by the Company for Mission Research, or by Mission Research for the Company, it is anticipated that each party may disclose or deliver to the other certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such business relationship and/or to perform work for the disclosing party.

2. Proprietary Information. For purposes of this Agreement, the party disclosing any Proprietary Information shall be the "Disclosing Party" with respect to such Proprietary Information and the recipient shall be the "Recipient" with respect to such Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean all financial, business, scientific, technical, economic, or engineering information disclosed by the Disclosing Party to the Recipient (whether prepared by the Disclosing Party or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized, that is either identified by the Disclosing Party before its disclosure to the Recipient as being confidential or that would be understood by the parties, exercising reasonable business judgment, to be confidential (including the existence and terms of this Agreement, information that the Disclosing Party has received from others that the Disclosing Party is required to keep confidential and all notes, reports, memoranda, drawings, designs, plans, specifications, documentation, studies, formulas, designs, prototypes, samples, methods, techniques, processes, procedures, programs, passwords, software, data, analyses, compilations, know-how, trade secrets, customer and supplier information, product information, plans, forecasts, prices, current or historical data, market and business research, or lists and work product furnished or disclosed by the Disclosing Party or its agents or advisors pursuant to this Agreement).

3. Disclosure of Proprietary Information. The Recipient shall hold in confidence, and shall not disclose (or permit or allow its personnel to disclose) to any person outside its organization, any Proprietary Information of the Disclosing Party. The Recipient shall treat and protect all Proprietary Information in the same manner as it would treat and protect its own confidential and proprietary information and trade secrets. The Recipient and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any such Proprietary Information or decompilation or disassembly of any software programs which are part of such Proprietary Information. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties, who are informed of the confidential nature of the Proprietary Information and who are bound by a written agreement to protect the confidentiality of such Proprietary Information. The Recipient is responsible for any breach

of this Agreement by its employees and representatives and will make all reasonable and appropriate efforts to protect the Proprietary Information from disclosure to anyone other than permitted under this Agreement.

4. Limitation on Proprietary Information. Proprietary Information shall not include any information which:

(a) is generally known to the public at the time of disclosure or becomes generally known through no act or omission on the part of the Recipient;

(b) is already in the Recipient's possession at the time of disclosure by the disclosing party otherwise than as a result of Recipient's breach of any legal obligation, as can be properly documented;

(c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information, as can be properly documented;

(d) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party so that the Disclosing Party may take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure;

(e) is independently developed by Recipient without any use of, reference to or reliance on any Proprietary Information.

5. Ownership of Proprietary Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of its Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Injunctive Relief. The recipient acknowledges that a breach of any of the provisions hereof may have a material adverse effect upon the Disclosing Party and that damages from such breach may be difficult to determine or quantify. Accordingly, the Parties hereby agree that in addition to any other remedies that may be available, the Disclosing Party shall have the right to an immediate injunction enjoining such breach.

7. Return of Documents. The Recipient shall, at the request of the Disclosing Party, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof).

8. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between Mission Research and the Company relating to the subject matter of this Agreement.

(b) Nothing in this Agreement shall impose any obligation upon either Party to consummate a transaction, to enter into discussions or negotiations with respect thereto, or take any other action not expressly agreed to.

(c) If any part of this Agreement is held to be unenforceable, invalid or illegal, then it shall be severable and deemed to be deleted and the remaining provisions shall remain valid and binding.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, USA.

(e) All Proprietary Information which is disclosed by the Disclosing Party hereunder during the term hereof, shall be safeguarded as required by Section (3) above by the Receiving Party for a period of three (3) years from date of disclosure, unless earlier specifically released by the Disclosing Party in a duly executed writing or otherwise no longer meeting the definition of Proprietary Information.

(f) This Agreement shall be effective for three (3) years from its signing date unless earlier terminated. This Agreement may be terminated without cause by either party upon thirty (30) days advance written notice given to the other party. The obligations herein, incurred during the term of this Agreement, shall survive termination or expiration hereof.

EXECUTED as a sealed instrument as of the day and year first set forth above.

**Mission Research, Inc.**

**Company**

\_\_\_\_\_  
[print Name]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: