

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **FRENCH LABORATOIRE SL**, having its registered office in 17487 Castelló d'Empúries, Flamicell 30, Spain, herein duly represented by its representative, Mr. Philippe M.A.V.G. Deprez, and [insert], having its registered office [insert], herein duly represented by its [insert] .

Hereinafter referred to as "THE PARTIES" "RECEIVING PARTY" or "DISCLOSING PARTY", as applicable.

1. This Agreement shall govern the conditions of disclosure of CONFIDENTIAL INFORMATION (as hereinafter defined) by the DISCLOSING PARTY and the RECEIVING PARTY for the PURPOSE to discuss potential business opportunities involving development, manufacturing and process details, clinical data and/or sales & marketing matters, materials and data regarding injectable and non-injectable, medical devices, cosmetics, pharmaceutical products and drugs, in particular and the possibility of a negotiated transaction between the Parties involving any of the foregoing, wherein either Party might share information with the other that the DISCLOSING PARTY considers to be proprietary and confidential itself.
2. CONFIDENTIAL INFORMATION as used in this Agreement means all information disclosed by the DISCLOSING PARTY in connection with the PURPOSE, prior to or after signature of this Agreement, regardless of its way of transmission including but not limited to: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; (5) prices, terms and conditions discussed and or negotiated by both parties. It is also considered as Confidential the existence of negotiations between the Parties, which in no event shall be revealed to any third party.
3. Access to the CONFIDENTIAL INFORMATION will be limited to those employees (this term includes all persons associated with a Party due to employment, agent, subcontractor, contract work for a laboratory or any other similar kind of contract) of the RECEIVING PARTY who reasonably need this for the PURPOSE, provided that such employees shall be advised of the contents and the confidential nature of this CONFIDENTIAL INFORMATION and shall be instructed to take all necessary and reasonable precautions to prevent the unauthorized use or disclosure thereof and the warrants that such employees shall strictly observe all obligations hereunder. The RECEIVING PARTY will notify to the DISCLOSING PARTY the names of the employees that have access to CONFIDENTIAL INFORMATION and, where necessary, the RECEIVING PARTY shall enter into similar agreements with such employees. The RECEIVING PARTY shall be fully responsible towards the Disclosing Party for any breach by such employees of the obligations imposed upon its employees in accordance with the foregoing.

The RECEIVING PARTY shall not disclose the CONFIDENTIAL INFORMATION to Group of Companies nor allow any of them to have partial or full access to the Confidential Information, unless the DISCLOSING PARTY grants its previous written authorization and only if such Group of Companies agree in writing to the terms and conditions of this Agreement. "GROUP OF COMPANIES" shall mean when the Holding Company is the shareholder of different companies and:

- a) Controls alone, pursuant to an Agreement with other shareholders, a majority of the voting rights in it; or
 - b) Has the right to nominate, appoint or remove a majority of its management team or board directors.
4. The RECEIVING PARTY undertakes that any further Information which may come to the knowledge of the RECEIVING PARTY as a result of any visits, inclusive of the form, materials and design of the various elements of any relevant plant and equipment which may be seen at such establishments as well as the plant as a whole, the methods of operation thereof and the various applications thereof, shall be kept strictly confidential, and shall be deemed to be Information which is protected by the terms of this Agreement.
5. The RECEIVING PARTY shall keep the CONFIDENTIAL INFORMATION, as well as this Agreement and the subject of a possible relationship contemplated herein, in trust and confidence. Furthermore, the RECEIVING PARTY shall use the CONFIDENTIAL INFORMATION for the PURPOSE only and shall not disclose it to any third party or otherwise use it for its own benefit or for the benefit of a third party. In particular, the RECEIVING PARTY shall not use the CONFIDENTIAL INFORMATION received by the DISCLOSING PARTY to develop products or have products developed for it. Furthermore, each Party agrees not to undertake any analysis of samples or materials embodying such Information or permit any third-party analysis thereof without the prior written consent of the DISCLOSING PARTY
6. The above-mentioned obligations of confidentiality and non-use shall not apply to CONFIDENTIAL INFORMATION which:
- a) is in the public domain at the time of disclosure;
 - b) after disclosure, becomes part of the public domain by publication, or otherwise becomes part of the public domain through no fault of the RECEIVING PARTY;
 - c) is after the time of disclosure hereunder lawfully disclosed to the DISCLOSING PARTY by a third party, which third party did not acquire same under a still effective obligation of confidentiality to the RECEIVING PARTY;
 - d) is substantially identical to information already known to the RECEIVING PARTY as demonstrated by competent evidence and written records of earlier date than the date of communication by the DISCLOSING PARTY;
 - e) is required to be disclosed to relevant authorities in order to comply with any law or regulation; provided, in each case the RECEIVING PARTY so disclosing information timely

informs the DISCLOSING PARTY and uses its best efforts to limit the disclosure and to maintain confidentiality to the extent possible.

The above exceptions shall not apply to information relating to any combination of features or any combination of items of information merely because information relating to one or more of the relevant items falls within any or more of such exceptions. Specific CONFIDENTIAL INFORMATION shall not be deemed to be within any of the foregoing exclusions merely because it is or may be within the scope of more general information which falls within any one or more of the exclusions. The RECEIVING PARTY agrees that it shall neither identify nor confirm that CONFIDENTIAL INFORMATION, which is otherwise free to be disclosed, was received from the DISCLOSING PARTY.

7. The obligation of non-disclosure and non-use shall expire five (5) years from the date of disclosure of the CONFIDENTIAL INFORMATION.
8. The RECEIVING PARTY shall honor any request from the DISCLOSING PARTY to promptly return or destroy any documents and/or derivatives including but not limited to all writings, drawings, diagrams, computer programs, specifications, manuals or other printed or electronically stored material furnished, including all copies thereof, if any, in so far as they are embodying the CONFIDENTIAL INFORMATION received hereunder, except for one copy for its legal files to determine the extent of its obligations hereunder.
9. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise to the RECEIVING PARTY, expressed or implied, for any patent, know-how, invention, discovery or improvement prior to or after the date of this Agreement with regard to the subject matter of the Agreement. All CONFIDENTIAL INFORMATION disclosed by the DISCLOSING PARTY to the RECEIVING PARTY shall remain the intellectual property of the DISCLOSING PARTY. Furthermore, while the DISCLOSING PARTY shall act in good faith in disclosing information which is accurate and adequate for the purpose set forth herein, the DISCLOSING PARTY does not provide any warranty as to the accuracy and completeness of the information disclosed by it hereunder.
10. The RECEIVING PARTY acknowledges that the rights which are sought to be protected by this Agreement are unique and that any breach by it or by an Authorized Person of these terms may cause the DISCLOSING PARTY irreparable and unquantifiable damage. The DISCLOSING PARTY shall be entitled to apply for and obtain (but without prejudice to any such rights as the Disclosing Party may have to obtain damages in any such respect) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach hereof by the RECEIVING PARTY or any Authorized Person.
11. The RECEIVING PARTY agrees that it shall be responsible for any breach of any of the terms of this Agreement by it (including its directors, officers, agents, and employees) or by any Authorized Person and the RECEIVING PARTY will indemnify the Disclosing Party from and against all direct and indirect loss or damage, including, but not limited to legal costs which may arise from the unauthorized disclosure or use of any of the Information by the RECEIVING PARTY or its directors, officers, agents or employees or by any Authorized Person.

12. CONFIDENTIAL INFORMATION will be disclosed by the DISCLOSING PARTY to the RECEIVING PARTY with the express understanding that neither party will have an obligation to enter into any further agreement with the other party relating to the subject matter of this Agreement.
13. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
14. None of the terms of this Agreement shall be amended or modified except in writing and signed by the parties hereto.
15. This Agreement shall also be binding on the legal successors of the parties hereto. The rights and obligations under this Agreement shall not be assigned by either part in total or in part without the prior written consent of the other part.
16. This Agreement shall be governed by and construed in accordance with the Laws of Spain. Any dispute arising this Agreement shall be settled by the Court of Figueres (Spain).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers.

FRENCH LABORATOIRE SL
Philippe M.A.V.G.
Representative
Date: _____

[insert]
[insert]
[insert]
Date: _____