

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

DATED: Effective as of [Month] [Day], [Year] ("Effective Date")

PARTIES:

[Company Name], and its Affiliates, of [Address], [City], [State] [ZIP Code], [Country] ("COMPANY"); and

R. LEE BUCKLER, of 20087-50A Ave, Langley, BC V3A 7H8 CANADA, doing business as Cell Therapy Group ("CONSULTANT").

RECITALS

COMPANY is willing to disclose to CONSULTANT, and CONSULTANT is willing to disclose to COMPANY, certain of its respective Confidential Information (as defined below) for the Purpose (as defined below) on the terms and conditions set out in this Agreement.

In consideration of the covenants, promises and other good and valuable consideration in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows.

OPERATIVE PROVISIONS

1. DEFINITIONS:

1.1 In this Agreement:

"Affiliate" means any company or other entity which, directly or indirectly, controls, is controlled by or is under common control of a Party where "control" means the ownership of more than 50% of the issued share capital or other equity interest or the legal power to direct or cause the direction of the general management and policies of such Party, company or other entity;

"Client" means any company or other entity which is, has been, or will be during the term of this Agreement, in a contractual relationship with COMPANY or CONSULTANT or any of its Affiliates.

"Confidential Information" means, all information, data and other material relating directly or indirectly to Disclosing Party and/or its Affiliates' business, projects, products, marketing, or sales; financial, business or strategic information; clinical or manufacturing information; regulatory information, and all other information, data and other material which Disclosing Party considers proprietary, and which is:

(a) disclosed by the Disclosing Party or its Representatives in connection with this Agreement, whether in written, electronic, oral, visual or other form;

(b) generated by way of any analysis, compilations, data studies or other documents prepared by or on behalf of the Receiving Party containing, reflecting or based in whole or in part on information, data or other material disclosed or acquired as described in paragraph (a) above; or

(c) regarding the nature or status of any discussions between the Parties or their Representatives as contemplated by this Agreement,

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and is marked, described, communicated, or would generally and reasonably be considered to be confidential in nature.

Confidential Information shall **not** include any information, data and other material which:

(a) at the time of disclosure, is published, becomes known publicly, or is otherwise in the public domain; or

(b) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no breach of this Agreement or by fault of the Receiving Party; or

(c) prior to the time of disclosure, is known to the Receiving Party, as evidenced by contemporaneous written records; or

(d) after disclosure, is made available to the Receiving Party in good faith by a third party who was not, or is not, under any obligation of confidentiality or secrecy at the time of disclosure,

(e) is independently developed by or on behalf of the Receiving Party, without the aid, use, or application of the Confidential Information received hereunder, as evidenced by written records,

(f) is legitimately and legally obtained from a third party without a commitment of confidentiality, or

(g) is not marked, described, communicated, or would not generally and reasonably be considered to be confidential in nature.

"Disclosing Party" means the Party or its Representatives disclosing Confidential Information in connection with this Agreement;

"Party" and **"Parties"** means COMPANY or CONSULTANT or, as the case may be, both such parties;

"Purpose" means the sharing of Confidential Information for the purposes of a discussion regarding and/or the provision of consultancy services by CONSULTANT to COMPANY, COMPANY to CONSULTANT, and/or to explore or engage in a business relationship or transaction between the Parties and/or one or more of their Representatives or Clients;

"Receiving Party" means the Party or its Representatives receiving or otherwise acquiring the Confidential Information in connection with this Agreement; and

"Representatives" means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, attorneys and advisors of the Parties and their Affiliates.

1.2 In this Agreement, unless the context otherwise requires:

(a) references to "persons" includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

(b) the headings are inserted for convenience only and do not affect the construction of the Agreement;

(c) references to one gender includes both genders; and

(d) a "Party" includes references to that Party's successors and permitted assigns.

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2. USE AND NON-DISCLOSURE:

2.1 Subject to the terms of this Agreement, in consideration of the disclosure of the Confidential Information by or on behalf of each of the Parties to each other, each Party undertakes:

(a) not to use the Confidential Information of the Disclosing Party nor allow it to be used by any person for any purpose other than the Purpose and to cease to use it upon request by the Disclosing Party;

(b) to treat and maintain the Confidential Information of the Disclosing Party in strict confidence and not to directly or indirectly communicate or disclose it in any way to any other person without the express prior written consent of the Disclosing Party, except to such of its Representatives who reasonably require access to the Confidential Information for the Purpose and who are (and the Receiving Party has informed them that they are) acting under a legally binding obligation to the Receiving Party to treat the Confidential Information in the strictest confidence in accordance with the terms of this Agreement;

(c) to assume responsibility and liability for any breach (or actions which would amount to such a breach if the same were a Party) of the terms of this Agreement by any Party or anyone who has, has had, or will during the term of this agreement have, access to the Confidential Information of the Disclosing Party by the actions or inactions of the Receiving Party; and

(d) to take all reasonable measures and appropriate safeguards commensurate with those which it employs for the protection of its own confidential information (and to assure that all such steps are taken by its Representatives) to maintain the confidentiality of the Confidential Information of the Disclosing Party, to copy it only to the extent reasonably necessary to achieve the Purpose and not to permit unsupervised copying of the same.

2.2 Each Party acknowledges that it may receive Confidential Information belonging to the other Party's Clients and that it owes such Clients the same obligation of confidentiality as if they were a Party to this Agreement.

2.3 No disclosure or announcement to any third party relating to the Confidential Information may be made by the Receiving Party or on its behalf except where:

(a) such disclosure is, compelled by a court of law, statute, regulation or by the rules of any relevant securities exchange; and

(b) the Disclosing Party has, to the extent practicable, been given sufficient prior written notice to enable it to seek confidential treatment of such Confidential Information; and

(c) such disclosure is limited to the extent required.

2.4 The failure of a Party to adhere to the terms of this section shall be a material breach of this Agreement.

3. RIGHTS TO CONFIDENTIAL INFORMATION:

3.1 Each Party acknowledges that nothing in this Agreement is intended to amount to or implies any transfer, licence or other grant of rights in relation to the Confidential Information or any patents, design right, trade mark, copyright, database rights or other intellectual property rights owned or used by the other Party.

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3.2 Neither Party gives any representation or warranty as to the completeness, sufficiency or accuracy of the Confidential Information disclosed by it in connection with this Agreement and accepts no liability howsoever arising from the use of its Confidential Information by the Receiving Party, save as provided in any definitive agreement which may be entered into between the Parties. Accordingly, the Disclosing Party shall not be liable for any direct, indirect or consequential loss or damage suffered by any person howsoever arising, whether in contract or tort, as a result of any use of the Confidential Information, including without limitation, the reliance upon any statement contained in or omitted from the Confidential Information.

3.3 Nothing in this Agreement shall be, or be construed as being, an agreement between the Parties or any of their respective Representatives to enter into any arrangement or further agreement relating to the subject matter of this Agreement, any such arrangement or agreement being the subject of separate negotiations. However, for the avoidance of doubt, this Agreement shall continue to cover the disclosure and use of Confidential Information during such negotiations unless and until a definitive agreement is executed.

3.4 Each Party acknowledges and agrees that all Confidential Information received by it, and any copies of the Confidential Information, shall be and remain the exclusive property of the Disclosing Party. The Receiving Party shall, or shall procure, on the request and at the option of the Disclosing Party, either the destruction or return of the Confidential Information, without retaining any copies, extracts or other reproductions, in whole or in part, other than a single archival copy of the Confidential Information, to be retained in its legal department solely for the purpose of ensuring compliance with the terms of this Agreement. Except for the retention of such single archival copy, on the request of the Disclosing Party, Confidential Information comprising analyses, compilations, data studies or other documents prepared by the Receiving Party containing or based in whole or in part on the Disclosing Party's Confidential Information or reflecting the Receiving Party's view of such Confidential Information shall be destroyed by the Receiving Party. Upon request, such return or destruction shall be certified in writing to the Disclosing Party by the authorized officer of the Receiving Party supervising the return or destruction.

4. REMEDIES:

Due to the proprietary nature of the Confidential Information, the Parties understand and agree that the Disclosing Party may suffer irreparable harm in the event that the Receiving Party fails to comply with any of the obligations contained under this Agreement and that monetary damages alone may not be an adequate remedy for such breach. Accordingly, the Parties agree that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equity relief for any threatened or actual breach of the obligations contained in this Agreement.

5. DURATION:

The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement.

6. OTHER PROVISIONS:

6.1 Any variation to this Agreement must be in writing and signed by a properly authorized representative of each Party.

6.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

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6.3 Any delay or failure by either Party in exercising any right power or privilege under this Agreement shall not constitute a waiver of such right, power or privilege nor shall any single or partial exercise preclude any future exercise.

6.4 If any term or provision of this Agreement is held by any court or other competent authority to be void or unenforceable, in whole or in part, the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid and remain enforceable to the fullest extent permitted by law.

6.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. Signatures to this Agreement transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

[Company Name] ("COMPANY")

R. LEE BUCKLER, DOING BUSINESS AS CELL THERAPY GROUP ("CONSULTANT")

Signature

Signature

Date

[Month] [Day], [Year]

Date

[Month] [Day], [Year]

Print Name

[Name]

Print Name

R. Lee Buckler, doing business as Cell Therapy Group

Title

[Title]

Title

Principal

Company Address

[Address], [City], [State] [ZIP Code], [Country]

Company Address

20087-50A Ave, Langley, BC V3A 7H8
CANADA