
MUTUAL CONFIDENTIALITY AGREEMENT

IN ORDER TO ALLOW THE UNDERSIGNED PARTIES (THE TERM "PARTY" INCLUDES EACH PARTY'S RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, ADVISORS, OWNERS, SHAREHOLDERS AND TRUSTEES) TO EVALUATE A POSSIBLE TRANSACTION OR VENTURE, EACH PARTY HAS REQUESTED INFORMATION (AS DEFINED BELOW) CONCERNING THE OTHER'S BUSINESS AND AFFAIRS. IN CONSIDERATION OF THE OPPORTUNITY TO EXPLORE A POSSIBLE TRANSACTION OR VENTURE AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED AND AGREED, SUCH INFORMATION MAY BE MADE AVAILABLE BY OR ON BEHALF OF EITHER PARTY ONLY ON THE TERMS AND CONDITIONS OF THIS MUTUAL CONFIDENTIALITY AGREEMENT ("AGREEMENT"). THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

BASIC TERMS

1. **Information.** In this Agreement, "Information" means all confidential or proprietary information provided by the Furnishing Party (as defined below) to the Recipient (as defined below), including information provided to a Recipient's agents, advisors, affiliates, directors, officers, partners, members, employees, owners, shareholders and trustees, whether provided directly, indirectly, orally, electronically, in writing or by any other means, and whether or not protectable under intellectual property rights. Information shall include, without limitation, the following related to Furnishing Party: (a) accounts and financial information, (b) surveys, title insurance policies, engineering reports and studies, clinical trial data, laboratory data, recipes, formulas, processes, software, code, user documentation, technical information, specifications, current and future products, product roadmaps, design plans, prototypes, drawings and documentation [including materials useful for or related to application and/or performance testing, design and data modeling (e.g., logic manuals, flowcharts, entity relationship diagrams, data dictionaries and principles of operation)] and machine-readable files subject to display, printout or import/export operations, (c) operating statistics, manufacturing capacities or capabilities, inventories, materials, trade secrets and pricing policy, (d) production, research, development and marketing records, (e) business plans, forecasts, analyses, summaries and studies, (f) contracts and agreements, (g) personnel, ownership and/or other shareholder data, (h) customer, supplier and distributor lists, (i) all other information to the extent to which such commercial, technical or other information relates to all or part of the actual past or proposed business affairs and activities of the Furnishing Party, whether or not provided before or after the date hereof, (j) the fact that such information has been delivered to Recipient and/or that it has been furnished by Furnishing Party and/or that a possible transaction or venture is under consideration by Recipient and/or Furnishing Party, (k) the terms, conditions, status or other facts with respect to any such possible transaction or venture, and (l) any memorandum or executive summary of information. In this Agreement, "Furnishing Party" means that party which furnishes any such Information, together with such party's affiliates, directors, officers, partners, members, employees, agents, advisors, owners, shareholders and trustees. "Recipient" shall mean that party which receives any such Information, together with such party's affiliates,

directors, officers, partners, members, employees, agents, advisors, owners, shareholders and trustees.

2. **Permitted Use.** Recipient agrees that the Information shall be used solely for the purpose of evaluating a possible transaction or venture between the parties or otherwise on behalf of the Furnishing Party. It shall not be used for any other business, competitive or commercial purpose, nor in any way detrimental to the Furnishing Party, and Recipient shall not reverse engineer, disassemble or decompile samples, prototypes, software or other tangible objects that embody the Information. The Information shall be kept strictly confidential by Recipient, provided, however, that (a) such of the Information may be disclosed to Recipient's directors, officers, partners, members, employees, agents, advisors, owners, shareholders and trustees who need to know such part of the Information for the purpose of evaluating a possible transaction or venture between Furnishing Party and/or Recipient (it being understood that Recipient shall inform such directors, officers, partners, members, employees, agents, advisors, owners, shareholders and trustees of the confidential nature of such Information, and Recipient shall direct them all to treat such Information confidentially), (b) such of the Information may be disclosed as is required, in the opinion of Recipient's legal counsel, as a result of or to comply with securities and/or other legal requirements, court orders, subpoenas or similar legal duress (provided that Recipient gives Furnishing Party prompt written notice upon receipt of any such requirement, court order, subpoena or other duress, and, to the extent practicable, a reasonable opportunity prior to disclosure to allow Furnishing Party to seek a protective order) and (c) any other disclosure of such Information may be made to which Furnishing Party expressly consents in writing.

3. **Limitation on Disclosure of Negotiations.** Except as expressly permitted hereunder, neither party will disclose, without obtaining the prior written consent of the other party, to any person for a period of three (3) years from the date hereof, either (a) the fact that discussions or negotiations are taking or have taken place concerning a possible transaction between the parties, or (b) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

4. **Exceptions.** The foregoing notwithstanding, the obligations set out in this Agreement shall not extend to such of the Information as can be proved by Recipient to be (a) generally available to the public other than as a result of any fault of or disclosure by Recipient, (b) already known to Recipient as evidenced by prior documentation thereof or has been independently acquired or developed by Recipient without violating any of its obligations under this Agreement, or (c) obtained lawfully by Recipient from a third party (other than Furnishing Party or Recipient's agents or advisors) that, to the best of Recipient's knowledge without investigation, does not have any obligation to treat such Information as confidential.

5. **No License Granted.** No license to the Recipient under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by conveying of Information. Subject to the obligations of this Agreement, no party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. None of the Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by the Furnishing Party to the Recipient, of any kind, and, in particular, with respect

to the non-infringement of trademarks, patents, copy rights, mask work protection rights or any other intellectual property rights, or other rights of third persons, except that each Furnishing Party warrants that it has the right to disclose its Information.

6. **Standard Terms.** THE STANDARD TERMS ATTACHED TO THIS AGREEMENT SET FORTH OTHER IMPORTANT PROVISIONS OF THIS AGREEMENT. SUCH STANDARD TERMS AND ANY RIDERS OR ADDENDA HERETO ARE INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT BY THIS REFERENCE.

7. **Parties and Special Provisions.** The names and addresses of the parties are set forth below:

(a) Romark Laboratories, L.C.
3000 Bayport Drive, Suite 200
Tampa, FL 33607
Phone: (813) 282-8544
Fax: (813) 282-4910
Attn: Marc S. Ayers
Title: President/CEO

(a) University of Puerto Rico
Mayaguez Campus
R&D Center-Office of the Director
Call Box 9000
Mayaguez PR 00681-9000
Phone: (787) 831-2065
Attn: Marisol Vera, PhD
Title: Director

JVC
(b) Special provisions of this Agreement are as follows:
None.

SIGNATURE PAGE FOLLOWS

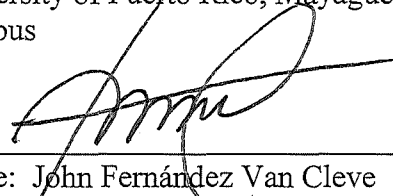
BY EXECUTING THIS AGREEMENT BELOW, THE PARTIES INDICATE THAT THEY HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND LEGALLY BY THEM, ALL AS OF THE DATE AS OF WHICH BOTH PARTIES HAVE SIGNED THIS AGREEMENT.

THIS AGREEMENT SHALL BE EFFECTIVE ON THE DATE OF SIGNATURE AND REMAIN IN EFFECT FOR FIVE YEARS. THE NONDISCLOSURE PROVISIONS OF THIS AGREEMENT SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT AND RECEIVING PARTY'S DUTY TO HOLD CONFIDENTIAL INFORMATION IN CONFIDENCE SHALL REMAIN IN EFFECT UNTIL THE CONFIDENTIAL INFORMATION NO LONGER QUALIFIES AS A TRADE SECRET OR UNTIL DISCLOSING PARTY SENDS RECEIVING PARTY WRITTEN NOTICE RELEASING RECEIVING PARTY FROM THIS AGREEMENT, WHICHEVER OCCURS FIRST. FURTHER THE OBLIGATION NOT TO DISCLOSE CONFIDENTIAL INFORMATION SHALL NOT BE AFFECTED BY BANKRUPTCY, ASSIGNMENT, ATTACHMENT OR SEIZURE PROCEDURES, WHETHER INITIATED BY OR AGAINST RECEIVING PARTY.

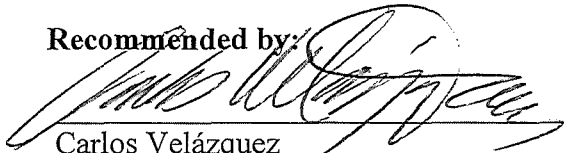
ROMARK LABORATORIES, L.C., a Florida
limited liability company


University of Puerto Rico, Mayaguez
Campus

By: _____
Name: Marc S. Ayers
Title: President/CEO
Date: _____

By: 
Name: John Fernández Van Cleve *John*
Title: Chancellor
Date: 21-october-2014.

Recommended by:


Carlos Velázquez
Principal Investigator


Marisol Vera Colón, PhD *Marisol*
Director-R&D Center

MUTUAL CONFIDENTIALITY AGREEMENT

STANDARD TERMS

1. **Contacts.** Except as might be required in the ordinary operation of Recipient's business or except as may be permitted in writing by Furnishing Party, Recipient agrees not to directly or indirectly discuss the business of Furnishing Party or the Information with any customer, landlord, supplier, lender, investor or owner of Furnishing Party (excluding any of such persons who may also be executive officers of the Furnishing Party).

2. **Disposition.** In the event that Recipient determines not to continue negotiations with Furnishing Party, promptly upon written demand by Furnishing Party, Recipient shall return the Information to Furnishing Party, together with any copies, extracts or other reproductions of the Information. Any work papers, memoranda, other writings, or electronic data prepared by Recipient or its agents or advisors based upon or incorporating any of the Information shall be destroyed immediately upon Furnishing Party's written demand.

3. **Disclaimers.** Except only as expressly set forth in any representations or warranties made to one another in this Agreement or in any final written agreement regarding a possible transaction or venture (when, as and if it is executed) between them and subject to such limitations and restrictions as may be specified in such final written agreement, neither party makes any warranties or representations to each other.

4. **Representations.** The parties represent to one another and agree that (a) the Information shall not be used in violation of any applicable laws, rules or regulations, and (b) each party assumes full responsibility for all conclusions it derives from the Information.

5. **Rights of Parties.** It is expressly recognized that this Agreement is entered into for the benefit of and at the request of both parties. Without limitation, it is agreed that both parties shall be entitled to enforce this Agreement and/or seek restitution for its breach. Without prejudice to the rights and remedies otherwise available to either or both parties at law or in equity, including the right to damages, each party, as a Furnishing Party, shall be entitled to equitable relief by way of injunction in the event of breach or threatened breach by Recipient of any of the provisions of this Agreement. In the event any action is brought by either party against the other party with respect to the subject matter hereof, the party in whose favor final judgment is rendered shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party. No failure or delay in exercising any right, power or privilege, or any single or partial exercise thereof, shall operate as a waiver thereof. A waiver of any obligation under this Agreement shall not constitute a continuing waiver thereof, unless so stated in writing. All rights and remedies hereunder are cumulative.

6. **Other Matters.** The term "affiliate" herein as to either party means any one or more persons or entities directly or indirectly controlling, controlled by or under common control with such party. Nothing in this Agreement shall impose any obligation (a) upon either party to complete any possible transaction or enter any possible venture contemplated hereby, (b) upon

either party to deal with the other or (c) upon either party to enter into any discussions or negotiations or to provide any Information with respect thereto. Neither party will have fiduciary duties to the other as a result of this Agreement. Except for the right to enforce this Agreement upon breach by the non-assigning party, any attempted assignment of rights or benefits by either party without the other party's prior express written consent shall be null and void. However, this Agreement will be binding upon and inure to the benefit of the parties and their personal representatives, heirs, successors and assigns. The understandings contained in this Agreement constitute the entire agreement between the parties concerning the subject matter hereof. No modification or waiver of the terms and conditions of this Agreement shall be binding upon either party unless approved in writing by each of them. The parties agree that neither party has negotiated this Agreement through an outside broker and that neither party is in any manner negotiating any possible transactions or ventures under this Agreement through or by utilizing outside brokers. Any person signing this Agreement represents that he or she has been fully and duly authorized to do so and his or her signature is binding upon the applicable party and that all transactions contemplated by this Agreement have been fully and duly authorized by such party. This Agreement may be entered by either or both parties in one or more counterparts by signing any counterpart in the space provided for such party's signature and transmitting said signed counterpart to the other party, and facsimile signatures shall have the same force and effect as original signatures. Paragraph headings are for convenience only and do not define or delimit the terms hereof. All provisions hereof are severable. Any notices required hereunder shall be in writing and shall be sent by certified mail (return receipt requested), postage prepaid, to the party to be noticed at the applicable address set forth herein. Such notices shall be deemed received on that date actually received by the noticed party, or when refused by the noticed party.

JH