CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made this ______ Day of ____________________, 20___ between,
_________________________________(Hereinafter “Company”) and the University of Kentucky
(hereinafter “UK”).

W I T N E S S E T H:

WHEREAS, UK and Company wish to hold discussions and to conduct an evaluation
concerning____________________________________________________ (hereinafter “Information”);
and

WHEREAS, for the purpose of such discussions and such evaluation it will be necessary for UK and
Company (hereinafter the “Parties”) to disclose to each other certain technical and commercial information
which each party regards as its confidential and proprietary information, subject to the terms and
conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Parties
coovenant and agree as follows:

1. The Parties shall disclose the Information to each other and each party shall receive it as confidential
information, and a confidential relationship is hereby established between the Parties. The Information
shall be disclosed in written form and marked “Confidential”.

2. The Parties shall maintain the Information secret and confidential and not disclose it to third parties
for any reason without prior written permission from the disclosing party. The Parties agree to evaluate
the Information and agree not to practice any of the Information for any other purpose without first entering
into a written agreement with the disclosing party to do so. The Parties shall not disclose the Information
to any person or persons other than the employees and agents who have a reasonable need for access to
the Information for the purpose referred to above.

3. The restrictions and obligations upon the Parties under this Agreement concerning confidentiality
shall expire three (3) years from the date on which the Information is first received by the receiving party
and shall not apply to any portion of the Information which:

   a. is known to the receiving party prior to receipt thereof under this Agreement, as evidenced by
      competent proof;

   b. is disclosed to the receiving party in good faith by a third party who is in lawful possession of
      the Information and who has the right to make such a disclosure; or

   c. is or shall have become part of the public domain, by publication or otherwise through no fault
      of the receiving party;

   d. is independently developed by or for the receiving party by persons who did not have access
      to the information; or

   e. the receiving party is required by law to disclose, provided that the receiving party gives the
      providing party reasonable notice of its intent to disclose such information.

4. Patent Rights. None of the present or potential patent rights of either party in existing Information
shall be affected by this Agreement.
4.1 For any new and patentable Information which results from this Agreement, all patent rights shall belong to the party whose employee(s) made the inventions, and rights in joint inventions shall be determined in accordance with existing patent laws.

4.2 Neither party may, without consent of the other, file or prosecute any patent application that effectively discloses Information received from the other party.

5. Disclosure to Others. Nothing in this Agreement shall be interpreted as preventing either party from disclosing to third parties Information it independently develops during the term of this Agreement.

6. Termination. This Agreement may be terminated at any time by either party, and unless so terminated will remain in effect for a period of five (5) years from the date hereof. The obligations to maintain Information in confidence created by Article 2 of this Agreement shall survive termination.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day first above written.

University of Kentucky

By: _______________________________ Date: __________
Title: _______________________________

Intellectual Property Development Office, 144 ASTeCC Building, University of Kentucky, Lexington, KY 40506-0286

Company

By: _______________________________ Date: __________
Title: _______________________________

Company: ___________________________

Address: ____________________________________________