

NON-DISCLOSURE AGREEMENT

This Non-Disclosures Agreement, hereinafter referred **NDA** is entered into by

<XXXXXXXXXX>, based in <XXXXXXXXXXXXXXXXXX>, n. ° <XXXXXX> in the municipality of <XXXXXXXXXX>, CNPJ-MF under n. ° <XXXXXXXXXXXXXXXXXX> and State Registration n. ° <XXXXXXXXXXXXXXXXXX>, for their infra legal representatives signed, hereinafter referred **COMPANY**, and

FEDERAL UNIVERSITY OF PELOTAS, with headquarters at Rua Gomes Carneiro, No. 01 - Centro, CEP 96010-610, Pelotas, CNPJ-MF under No. 92242080 / 0001-00, herein duly represented his legal representative the qualified end, hereinafter referred **UNIVERSITY**,

WHEREAS each portion of this Agreement retains title to certain technical and / or commercial hereinafter simply referred by **INFORMATION**;

WHEREAS each portion of this Agreement considers that the revelation is preserved **INFORMATION** use or unauthorized disclosure; and

WHEREAS the Parties of this Agreement is to disclose to each other, aspects or parts thereof **INFORMATION**, in order to negotiate future opportunities Development Partnership and / or licensing involving <discriminate research or negotiation object>, hereinafter simply referred to **TECHNOLOGY**;

NOW, THEREFORE, the Parties resolve to execute this **NDA** upon the terms and conditions below:

1. INFORMATION

For purposes of this NDA, **INFORMATION** mean any information, knowledge and data, whether technical or not, that are held by the **COMPANY** or the **UNIVERSITY** and that is disclosed between the parties. **INFORMATION** mean also any knowledge developed by the parties during the negotiations and / or to incorporate the shared information.

1.1. The **INFORMATION** may make any verbal and / or written form, such as, among others: formulas, algorithms, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples (same equipment, tools), reports , inventions, ideas, customer names, agents and / or distributors, price information, market definitions, inventions and ideas.

2. USE PERMITTED

The reproduction of **INFORMATION** is not permitted unless authorized in writing by the party supplying the information.

2.1. The parties shall make all reasonable efforts to keep confidential information and / or any knowledge that can be shared by examination or writing them.

2.2. The parties will restrict the disclosure of information a their employees based on the need to know them and inform these employees of the mentioned condition, through confidentiality agreement term.

2.3. If, in the marketing effort **TECHNOLOGY**, the **INFORMATION** have to be disclosed to third parties other than employees of the Parties, such action shall be subject to prior written approval of the other party, but the disclosure will not be made unless the third party to take such obligation to safeguard **INFORMATION** just as the stipulated in this **NDA**.

2.4. The Parties recognize that not restructure engineer, disassemble, or otherwise desunirão examine the physical construction of any **INFORMATION**.

3. EXCEPTIONS THE CONFIDENTIALITY

The confidentiality of this shall not apply to information that:

- (a)** are fully and independently developed by one party without the use of **INFORMATION** another;
- (b)** is or are taken generally available to the public other than by breach of this **NDA**;
- (c)** at the time of disclosure to the other party were legally knowledge of it, without restrictions;
- (d)** are subsequent and legally disclosed to the parties without any obligation of confidentiality by a third party who has the legal right to do so;
- (e)** is approved for release by written authorization of the holder part;
- (f)** be subsequently disclosed by the party holds to a third party without any obligation of confidentiality; and
- (g)** is disclosed in response to a valid court order and only to the extent the mentioned order, provided, however, that one of the parts, first notify the other in writing of the order, and allow it to try to get an appropriate protective order.

3.1. The Parties shall, prior to any disclosure, inform the its Affiliates that are to be **INFORMATION** kept confidential; and other restrictions to further disclosures. The disclosure will be possible only if the Affiliate formally agree to receive **INFORMATION** under such conditions.

3.1.1. For Affiliate means any company and / or formal or informal entity that directly or indirectly through one or more intermediaries, controls, is controlled, is under common control or hold any corporate relationship with a party to this **NDA**.

4. MARKING

The Contracting Parties agree that any **INFORMATION** transmitted / disclosed to each other will be considered confidential, regardless of any special marking.

5. TERM OF NDA

This **NDA** shall be valid for a period of **XX (XXXX)** months from the date of its signing and may be extended for a further period in accordance with the will of the parties, by additive instrument.

6. THE LIVELIHOOD CONFIDENTIALITY

The Contracting Parties recognize that the limitations of twentieth expire confidentiality **(XXXXX)** years after termination of this **NDA** or earlier, if **INFORMATION** pass legally to be made public, such as, among others, the expiration of patent.

7. NON LICENSE

Nothing in this **NDA** shall be construed as granting license or any right by the holder of the **INFORMATION** to the other in respect of patent applications, patents, trademarks, copyrights, trade / industrial secrets or other information that may be considered exclusive.

7.1. Either party shall have the right to refuse to receive and / or disclose any **INFORMATION** the other party.

7.2. Each party, in order to preserve the current negotiations should maintain the existence and content of this contract confidential in any way, except in the cases and forms of advertising required by law.

8. RIGHTS OF GENERATION

The parties have expressly that this **NDA** does not generate any right or liability of each other or related to any exploration contracts **TECNOLOGY** as the parties may conclude between themselves or with third parties for them intermediated.

9. OBLIGATIONS OF SPECIAL

UNIVERSITY agrees, during the term of this, not to start any negotiation or any dealings involving **TECNOLOGY** nor authorize third party to do so on your behalf, without notice, in writing, of the **COMPANY**.

9.1. COMPANY agrees, during the term of this **NDA** and respecting the confidentiality limits hereunder, to use their best efforts to identify opportunities and / or capture partners or interested in the economic exploitation of **TECNOLOGY**, pledging to notify the **UNIVERSITY** to open negotiations as soon as business conditions permit.

10. INFORMATION RETURN

Upon termination or at the request of a party, the other party shall promptly return or destroy all incoming tangible **INFORMATION** safely, along with any and all copies that are in its possession. If the information is destroyed, the informant party shall have the right to ask the knowledgeable party a written statement indicating that the part is no longer in power **INFORMATION**.

11. NOTICES AND COMMUNICATIONS

Any notice or other communication made or given by either party in connection with this **NDA** shall be sent in writing to the other party.

12. LAW OF CHOICE

This **NDA** shall be governed by and construed in accordance with the laws of Brazil.

13. FORUM

The parties elect the Court of the Federal Judicial subsection <preferably Pelotas> to settle any doubt or dispute arising from this agreement.

14. WAIVER

Will not be considered as a precedent or novation, or even as a waiver of the rights that the law and the contract ensure the parties, the tolerance of a part to possible breaches of the other party the requirements of this instrument.

15. SEVERABILITY

If any provision of this **NDA** is held invalid or unenforceable for any reason, this **NDA** shall be adapted and not canceled, to achieve the goal of the parties, to the extent possible.

16. AGREEMENT INTEGRITY

This **NDA** constitutes the entire understanding between the parties as to the **INFORMATION** and supersedes all prior discussions between them in relation thereto.

17. AMENDMENTS

No amendment or modification of this **NDA** shall be valid or binding on the parties unless in writing and signed on behalf of each party by your administrator or authorized representative.

18. ASSIGNMENT

Neither party assign, transfer or sub-abrogates this **NDA** to third parties, in whole or in part, without the written approval of the other party.

18.1. For the purposes of this **NDA** the introduction of competing in ownership of any part will always be considered a material change and will first be discussed between the parties for the possible adjustments of this **NDA**.

And having thus agreed and contracted, the **PARTIES** sign this **NDA** in two (2) copies of equal form and content, for one sole purpose, in the presence of two witnesses.

Pelotas, __ / _____ / _____.

COMPANY

UNIVERSITY

WITNESSES:

1)

R.G.:

2)

R.G.: