

CONFIDENTIALITY AGREEMENT

This agreement is entered into between FoodQuestTQ LLC, hereinafter referred to as “FQTQ”, doing business at 7420 Hayward Road, Suite 102, Frederick, Maryland 21702 and the Food and Drug Administration, hereinafter referred to as the “FDA”, doing business at 10903 New Hampshire Avenue Silver Spring, MD 20993.

WHEREAS, and in connection with anticipated communications between the two named parties to this Agreement concerning allegations by FQTQ that the FDA has taken FQTQ proprietary and trade secret information to duplicate FQTQ commercial products in violation of laws, government policies and required federal procedures. It is expected that FQTQ will disclose to the FDA Confidential Information including but not limited to a patent called the Complexity Systems Management Method (CSM®), Patent No.: US 8,103,601 B2 and proprietary and trade secret information on how Patent No.: US 8,103,601 B2 was reduced to practice in a suite of FQTQ commercial computer automated food defense, food safety and food risk management tools. It is also anticipated that the parties to this Agreement will share Confidential FQTQ Information as they work together to develop a detailed technical crosswalk between the FQTQ suite of tools and FDA-Battelle Memorial Laboratory developed tools listed below.

FQTQ Commercial Tools	FDA-Batelle Developed Tools	Purpose of Tool
Food Defense Architect Food DefenseTQ	Food Defense Plan Builder	Build Food Defense Plans
Food Mapper	iRisk	Computer search and risk management tool
FREE Tool FEAST	FREE-B	Emergency response mapping and simulation tool

NOW THEREFORE, in assurance of a full and good faith review by the Chief Counsel of the FDA as to the FQTQ allegations that FDA has infringed on Patent No.: US 8,103,601 B2 and taken FQTQ proprietary and trade secret information to duplicate FQTQ commercial products in violation of laws, government policies and required federal procedures, the parties agree as follows:

1. The FDA shall protect and keep confidential and shall not use for other purposes than those established in this Agreement, publish or otherwise disclose to third parties any and all Confidential Information of FQTQ. The obligation of confidentiality and restriction on use under this Agreement shall survive any termination of this Agreement.

2. By way of illustration, but not limitation, Confidential Information includes improvements, inventions, concepts, structures, formulas, techniques, processes, apparatus, know-how, and related data, clinical plans, business records, business or sales forecasts, past or current proposals, financial information, patent applications or legal opinions and documents which are disclosed to the FDA under this Agreement. Confidential Information may be supplied in written or oral form and may be identified as "confidential" but the lack of such explicit label or designation shall not preclude information from being treated as confidential under this Agreement.

3. To assist in protecting Confidential Information, the FDA agrees (a) not to disclose any Confidential Information of FQTQ to anyone except government employees of the FDA who are specifically bound by the terms of this Agreement and directly involved in conducting a good faith review of the FQTQ allegations and; (b) not to copy any FQTQ Confidential Information except for the purpose of doing a good faith review of FQTQ allegations; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure, copying or use of any FQTQ Confidential Information, and (d) to use at least the same degree of care it uses to protect its own Confidential Information.

4. The FDA agrees that upon a written request by FQTQ that all Confidential Information, all tangible expressions of the Confidential Information, together with all copies thereof shall be promptly destroyed or returned to FQTQ.

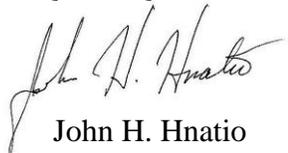
5. This Agreement shall be binding upon the parties hereto and their respective heirs, successors or assigns, from the date of signing and none of the benefits of this Agreement shall be assigned by the FDA without the written consent of FQTQ.

6. This Agreement shall be governed by the laws of Maryland. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity of enforceability of all other provisions hereof shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For FoodQuestTQ LLC

For the Food and Drug Administration

By: 
John H. Hnatko

By: _____
Elizabeth Dickinson

Title: Chief Science Officer, TQ

Title: Chief Counsel

Date: March 2, 2013

Date: _____