

UNILATERAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This will affirm the agreement between _____ having a business address at _____

("DISCLOSER") and MFIC Corporation (formerly Microfluidics International Corporation) together with its subsidiary, Microfluidics Corporation ("RECIPIENT") with respect to proprietary information relating to DISCLOSER's products which DISCLOSER is furnishing to RECIPIENT for consideration and evaluation including invention, or discovery covered by any patent, any materials, device, process, trade secret, know-how or other proprietary information which is disclosed to the RECIPIENT (the "Information").

All Information of DISCLOSER is submitted to the RECIPIENT in confidence and RECIPIENT agrees that it will not (without the prior written consent of DISCLOSER) for a period of three (3) years from the date hereof disclose to any third party any of the Information. All Information shall be marked "Confidential" if provided in writing, or if disclosed verbally or orally designated as such at the time of disclosure and confirmed as being "confidential" in writing within 30 days of its communication. The provisions of this paragraph shall not apply to any information:

1. which is now or which becomes public knowledge through no fault of RECIPIENT;
2. which is properly provided to the RECIPIENT without restriction by a independent third party not under a confidentiality restriction, or;
3. which the RECIPIENT can show by its written records was already in its possession at the time of receipt of the Information from the DISCLOSER, or was independently developed or discovered by RECIPIENT after the date of disclosure of the Information as can be evidenced in writing through laboratory notes, journals, contemporaneous memoranda, or data.

The exceptions of the preceding paragraph shall not apply to any specific information merely because it is included in more general non-confidential information, nor to any specific combination of information merely because individual elements, but not the combination, are included in non-confidential information.

Notwithstanding the above restrictions on disclosure, if the RECIPIENT must disclose the Information, based upon advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process other than those laws, regulations or processes associated with the filing and or prosecution of a patent application. In such event the RECIPIENT: (i) shall immediately notify the DISCLOSER in writing of such legally required disclosure prior to making same, and shall afford the DISCLOSER the opportunity, at its election and expense, to respond to such request and /or to attempt to block such disclosure. Further, if such disclosure is compelled, the RECIPIENT shall disclose only the minimum of the Information that is required to be disclosed in order to comply with such order, law or regulation.

Notwithstanding the above provisions, nothing herein contained shall be construed as giving RECIPIENT any license, or other rights in or with respect to any invention, or discovery by any patent heretofore or hereafter issued to DISCLOSER.

RECIPIENT shall not attempt to analyze, disassemble or duplicate proprietary items (if any) received from DISCLOSER, specifically including DISCLOSER's product samples.

The parties agree that in the event of RECIPIENT's breach of this Agreement, DISCLOSER's available damages and remedies at law would be inadequate and, accordingly, DISCLOSER shall have the right to obtain temporary and/or permanent injunctive relief or its equivalent under domestic or foreign law against the RECIPIENT or to prevent the unauthorized use or disclosure of any Information as well as all other remedies that may be available to DISCLOSER. All legal and equitable rights, remedies and damages available to DISCLOSER shall be considered cumulative and the use or choice of a particular remedy, damages or relief shall not preclude DISCLOSER's further exercise of other rights, remedies and damages.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, as an instrument under seal. RECIPIENT hereby consents to the jurisdiction of the courts of the Commonwealth of Massachusetts or such other jurisdiction as DISCLOSER may find more convenient or effective for the prosecution of any action hereunder.

This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes any previous understanding or agreement.

The parties agree that the provisions of this Agreement are severable. If any provision hereof shall be declared to be invalid or unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of the Agreement, and such provision shall be reformed and construed to the extent permitted by law so that the remainder is valid and enforceable.

Signed as a sealed instrument this _____ day of _____ 20_____ .

MFIC CORPORATION
on behalf of its Microfluidics Division

By: _____
Robert P. Bruno, President & COO

By: _____
Print Name:

Title: