

# NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

This Non-Disclosure/Confidentiality Agreement ("Agreement") is made effective as of the \_\_ day of \_\_\_\_\_, 201\_, by and between Advanced Surgical Instruments Corporation ("ASIC"), of Indianapolis, Indiana and \_\_\_\_\_

whose address is : \_\_\_\_\_ ("Recipient"), (Hereinafter referred to individually as "Party" and collectively as "Parties").

WHEREAS, Recipient desires to receive and evaluate confidential, proprietary information and products ("Evaluation") of ASIC and the parties desire to protect the confidential and proprietary nature of this information and these products,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties herein, the Parties agree as follows:

1. Confidential Information. All information and/or products which are directly or indirectly disclosed or made available to the receiving party, its associates, employees, or consultants by the disclosing party shall be deemed confidential and proprietary to the receiving party.
2. Disclosure. During the Evaluation, each Party acknowledges and agrees that any Party shall be authorized to receive Confidential Information for the other Party, so long as they agree to be bound by the terms of this Agreement. The Parties agree that the Information provided shall be and remain the exclusive property of the disclosing party unless otherwise agreed to in writing. The receiving party shall make necessary and appropriate efforts to safeguard the Information from disclosure to anyone other than as permitted herein.
3. Use of Confidential Information. Each Party shall hold Confidential Information in the strictest confidence, and shall not sell, transfer, publish, copy, disclose, display or otherwise make available to others all or any portion of the Confidential Information without the express written consent of the other Party. The receiving party recognizes and acknowledges the confidential nature and competitive value of the Confidential Information and hereby covenants and promises that they shall not in any way use any Confidential Information to gain any competitive advantage.
4. Return of Confidential Information. Any Confidential Information provided to the receiving party must be returned and any documents pertaining to that information must be destroyed upon written demand with such destruction being certified in writing by the receiving party.
5. Public Information. The foregoing restrictions with respect to Confidential Information contained herein shall not apply to any information which a Party demonstrates was, on the date of disclosure, otherwise available to the public.
6. Remedies. Any breach of this Agreement will cause irreparable harm to the non-breaching Party who will be entitled to seek judicial relief including but not limited to injunctive relief. The laws of the State of Indiana shall govern.
7. Entire Agreement. Any amendment to this contract must be made in writing, and signed by both Parties.
8. Authorization. The signatories below warrant and represent that they have authority to legally bind themselves and their organizations to this contract.

RECIPIENT: Advanced Surgical Instruments Corporation.

By: \_\_\_\_\_ By: *Josue Villalta*

Printed: \_\_\_\_\_ Printed: Josue Villalta MD

Title: \_\_\_\_\_ Title: President