



NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement is made and entered into this [redacted] day of [redacted], 20__, by and between **Vascular Technologies, Inc.** and **Ulteroid Technologies, Inc.**, hereinafter called "**First Party**," and [redacted], hereinafter called "**Second Party**."

RECITALS

1. First Party and Second Party intend to engage in substantive discussions regarding certain new and useful business opportunities involving, among other things, trade secrets, patents, economic studies, inventions, scientific information, business models, income, expense and profit projections and the exploitation of technology relating to item(s) for which a patent or patents have been issued and/or are pending.
2. First Party owns and holds sole rights related to information regarding the **Ulteroid®** machine or any other related products, any of its patents filed and/or pending and FDA approval, trademarks, trade secrets, economic studies, inventions, scientific information, business models, income, expense and profit projections and the exploitation of technology relating to the item or items for which the patents have been issued or are pending (referred to collectively herein as the "**Ulteroid®** machine").

NOW THEREFORE, for and in consideration of the following covenants and agreements made by each of the parties hereto to the other, the parties hereto, intending to be legally bound, hereby agree as follows:

3. **RECITALS.** The recitals set forth above are true and correct and accurately express the representations and the intent of the parties hereto.
4. **DEFINITIONS.** The following definitions and abbreviations shall be used for purposes of this agreement:
 - 4.1. The definitions and abbreviations set forth in the preamble, the recitals, in this article five (5) and hereinafter in this Agreement shall be used for purposes of this Agreement.
 - 4.2. "Agreement" means this Non-Disclosure and Non-Circumvention Agreement, including any and all amendments hereto.

- 4.3 "Information" means any facts or knowledge provided or learned by Second Party regarding the *Ultroid*® machine, its patents that have been issued or are pending, expired patent, and FDA approval, trade secrets, economic studies, inventions, scientific information, business models, income, expense and profit projections and the exploitation of technology relating to the *Ultroid*® machine and any improvements or modifications thereto, whether or not the *Ultroid*® machine is the subject matter of a current patent or a letter issued by the Federal Drug Administration clearing the manufacturer to market it.
- 4.4 "Second Party" means any individual or any corporation (or any of its directors, officers, employees or agents) or affiliate thereof, partnership, joint venture, trust, association, unincorporated organization, other entity, or governmental body with which Second Party may be affiliated in any way.

5. OWNERSHIP OF INTELLECTUAL PROPERTY ("INFORMATION") AND NON-DISCLOSURE. First Party agrees to share the Information with Second Party and Second Party shall hold in confidence the Information, and shall not directly or indirectly disclose the Information to others. No license to Second Party, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the disclosure of Information to Second Party. The First Party owns all intellectual property rights related to the Information we provide to you, and the Second Party may not use the intellectual property or the Information except to benefit the First Party. Second Party expressly agrees that Second Party shall not reverse engineer, decompile or otherwise attempt to learn more about the Information than what is disclosed to Second Party by First Party. The Second Party agrees that all works of authorship created by the Second Party are specifically ordered and commissioned by the First Party and that the work performed or developed by the Second is work-for-hire. All materials, including but not limited to, data, designs, documents, specifications, electronic data, prototypes, drawings, and dimensions developed by the Second Party will be delivered to First Party regularly, with or without a request by the First Party, and will not be retained by Second Party for any reason whatsoever, and regardless of further consideration, and Second Party shall assign and by this Agreement hereby assigns, and any all such Information to First Party.

6. INFORMATION PROTECTION. Second Party shall protect the Information from disclosure by reasonable means, including but not limited to at least the same level of security that Second Party use for their most crucial proprietary and trade secret information. Second Party shall require all employees and agents who will be exposed to said Information to execute an Agreement substantially the same as this Agreement, and

shall take all reasonable steps to insure that such employees and agents abide by the Agreement executed by them.

7. **INFORMATION NON-USE.** Second Party shall not use any advantages derivable from the Information in its own business or affairs, unless the same is pursuant to a written agreement with First Party.

8. **IMPROVEMENT DISCLOSURE.** Improvements, including improvements to any know-how, show-how, inventions (whether patentable or not), copyrights, and all other intellectual property rights relating to said Information that are made and/or suggested and/or discovered and/or conceived and/or designed and/or authored by Second Party and/or its employees or agents, are the sole property of First Party and shall be disclosed to First Party. Second party shall assign and by this Agreement hereby assigns, any and all worldwide rights to any such improvements to First Party. Second Party shall execute any and all further documents, instruments and things as may be reasonably required to convey full ownership in the name of First Party including, but not limited to, executing patent and copyright applications and patent and copyright assignments.

9. **REMEDIES FOR BREACH.** Second Party understands and expressly agrees that there would be no adequate remedy at law, money damages would not be sufficient, and that irreparable harm would result from any breach of this Agreement by Second Party. Accordingly, in the event of such a breach by Second Party, First Party shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available to First Party at law or in equity. Second Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

10. **CONFIDENTIALITY EXCEPTION.** The obligation of confidentiality shall not apply to Information which was already known to Second Party at the time of disclosure; or, that was disclosed by a third party to Second Party prior to the disclosure by First Party; provided, however, that any such third party had authority to make such disclosure.

11. **NOTIFICATION OF EXCEPTION CLAIM.** Second Party shall notify First Party in writing, and at the earliest time possible, any Information disclosed to Second Party which Second Party claim falls under the provisions of paragraph 10 above related to earlier knowledge or prior disclosure.

12. **EXPIRATION OF CONFIDENTIALITY OBLIGATIONS.** The obligations of

confidentiality will cease at such time when the Information becomes generally known through no fault of Second Party, or upon voluntary disclosure of the Information by First Party to the public (the "Term of the Agreement").

13. **SECOND PARTY'S DUTIES.** Upon request, Second Party shall: (i) return all documents disclosed by First Party which are subject to this agreement; (ii) upon such return, destroy any and all copies of such documents; and (iii) upon request by First Party, execute an affidavit of compliance in a form acceptable to First Party verifying the destruction and full compliance with this agreement

14. **NON CIRCUMVENTION.** During the Term of the Agreement, Second Party shall not circumvent First Party, directly or indirectly, in any dealings that First Party may have in regard to corporations, partnerships, individuals or other prospective persons or entities which may have been introduced by First Party and through the ongoing business relationship between the parties to this Agreement, without First Party's written consent. If Second Party circumvents or attempts to circumvent First Party directly or indirectly in such dealings, then Second Party may be enjoined from disclosing, assigning, disbursing or relating Information to any third party upon petition by First Party to a court of competent jurisdiction.

15. **PUBLICITY.** Until such time as First Party shall permit, Second Party shall not, without the prior written consent of First Party, issue or make any press release, disclosure or statement to the press or any third party with respect to the matters and other transactions contemplated hereby, except as required by law.

16. **GENERAL.**

16.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement or understanding among the parties pertaining to the matters herein agreed to.

16.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

16.3 Duplicates. This Agreement may be signed in duplicate and all such duplicates shall be legally binding and considered originals. Facsimile signatures shall be considered to be original for this Agreement.

IN WITNESS WHEREOF, the parties hereto have either duly executed this agreement or affixed their hands and seals the day and year first above written.

FIRST PARTY

SECOND PARTY

Vascular Technologies, Inc.
Ultroid Technologies, Inc.

[Redacted]

By: _____
Print: _____
Title: _____
Date: _____

By: [Redacted]
Print: [Redacted]
Title: [Redacted]
Date: [Redacted]