

SUNTECH MEDICAL, INC.
NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

In exchange for receiving any information, whether it would be written, oral or in any other form regarding SunTech Medical Inc., or any subsidiaries, affiliates or successors thereof (hereinafter referred to collectively as “**SunTech**”), the undersigned hereby agrees as follows:

1. As used in this agreement, the term “Inventions” means SunTech’s designs, discoveries, formulae, processes, manufacturing techniques, trade secrets, improvements, ideas or copyrightable works, including all rights to obtain, register, perfect and enforce these proprietary interests.
2. As used in this Agreement, the term “Confidential Information” includes Inventions and information pertaining to any aspect of SunTech's business which is either information not known by actual or potential competitors of SunTech or proprietary information of SunTech or its customers or suppliers, whether of a technical nature or otherwise, including without limitation, business plans, marketing plans, pricing, customer lists, supplier lists, or strategies.
3. The undersigned agrees to hold in confidence and not directly or indirectly to use or disclose, either during or after termination of the undersigned's involvement with SunTech, any Confidential Information, except to the extent authorized by SunTech, until such Confidential Information becomes generally known. The undersigned agrees not to make copies of such Confidential Information except as authorized by SunTech. Upon request of SunTech, the undersigned will return or deliver to SunTech all tangible forms of such Confidential Information in the undersigned's possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof. The undersigned and SunTech further agree that the obligations of confidentiality and nonuse imposed in this paragraph will not apply with respect to (i) information which is now part of the public domain; (ii) information already known to the undersigned at the time of receipt from SunTech as evidenced by presently existing written documentation; or (iii) information rightfully obtained from a third party and which information did not result from a breach of a confidentiality obligation to SunTech.
4. The undersigned represents that the undersigned's performance of all the terms of this Agreement and as one receiving any information regarding and/or pertaining to SunTech does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the undersigned in confidence or in trust prior to the undersigned's involvement with SunTech, and the undersigned will not disclose to SunTech, or induce SunTech to use, any confidential or proprietary information or material belonging to others. The undersigned certifies that it has not entered into any Agreement and agrees not to enter into any agreement either written or oral in conflict with the provisions of this Agreement.
5. All intellectual property rights in any improvement to SunTech's technology (monitors, algorithms, cuffs, sensors, and accessories) conceived by the undersigned and resulting from the undersigned's exposure to the Confidential Information (“**Improvement**”), including but not limited to patents, trade secrets, and copyrights, shall be the exclusive property of SunTech, regardless of the source of improvements or intellectual property. For the sake of clarity, utilizing, combining, or further processing output data from any SunTech monitor will not be considered an Improvement.

6. This Agreement (a) shall have a term of 3 years, (b) shall survive the undersigned's involvement with SunTech, (c) does not in any way restrict the undersigned's right or the right of SunTech to terminate the undersigned's involvement, (d) inures to the benefit of successors and assigns of SunTech, and (e) is binding upon the undersigned's successors and legal representatives.
7. The undersigned acknowledges that its breach of this Agreement shall entitle SunTech to injunctive relief under this Agreement without the need for a separate showing of irreparable harm, as well as such other remedies as may be granted by a court of competent jurisdiction.

By entering your online signature, signatory represents that he or she is duly authorized to execute this Agreement and to bind the party on behalf of which he or she signs to the terms and conditions hereof.

x Enter your signature where noted in the form provided to you online.