**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (the “Agreement”), effective is entered into by and

between (herein after referred to as “Company”) having a principal

place of business at and Medical Murray, Inc. (herein after referred to as “Medical Murray”) having a principal place of business at 400 North Rand Road, North Barrington, IL 60010. (Company and Medical Murray are referred to herein individually as a “Party” and collectively as the “Parties.”)

Each Party may possess valuable information, samples, data, and know-how hereinafter referred to as “Confidential Information.” Each Party shall disclose Confidential Information to the other Party so that both Parties can work together in accordance with the following terms:

NOW, THEREFORE, the Parties agree as follows:

1. The term “Discloser” refers to the discloser of Confidential Information (which could be Medical Murray or Company, as the case may be), and the term “Recipient” refers to the recipient of such information (which could be Company or Medical Murray, as the case may be).
2. “Confidential Information” is defined as proprietary and confidential information, samples, know-how, data, memoranda disclosed by Discloser to Recipient that, if disclosed in writing, has been clearly designated on each page of such Confidential Information as “Confidential” and, if disclosed orally, Discloser has informed Recipient that such information is “Confidential” at the time of disclosure and delivered a memo within 14 days of such oral disclosure summarizing such orally disclosed Confidential Information and stating that such Confidential Information is “Confidential.”
3. The Recipient may use Confidential Information only in order to execute its obligations under any contract with the Discloser or otherwise in pursuance of its business relationship with the Discloser. The Recipient will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
4. Nothing contained in this Agreement will in any way restrict or impair the Recipient’s right to use, disclose or otherwise deal with, any of such Confidential Information that:
	1. at the time of disclosure is generally available to the public, or after the time of disclosure, becomes generally available to the public through no fault of the Recipient;
	2. was in the Recipient’s possession as shown by written records prior to the disclosure and was not acquired, directly or indirectly, from the Discloser;
	3. is made available to the Recipient by a third party who did not acquire such Confidential Information directly or indirectly, from the Discloser;
	4. can be shown by reference to a written document to have been independently developed by the Recipient by a means other than through its access to any Confidential Information; or
	5. has been approved for release by written authorization of Discloser.
5. If the Recipient is required or requested in any legal proceeding to disclose any of the Confidential Information of the Discloser, the Recipient will, provided it is legally permitted to do so, give prompt notice of such request(s) so that the Discloser may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In response to such a request or requirement, the Recipient agrees to provide commercially reasonable cooperation with the Discloser in its efforts to obtain a protective order or other appropriate remedy. After this opportunity has been afforded to Discloser, Recipient shall furnish only that portion of the Confidential Information that it determines is required and shall advise Discloser of the extent and portion of the Confidential Information being released. If Discloser contests the production of any portion of the Confidential Information requested, it will have the right to take necessary action to object to the production of such information within all time limits imposed by an obligation to produce. Where Recipient is legally required to produce any portion of the Confidential Information, Recipient shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any such Confidential Information furnished.
6. The Parties’ obligation to protect Confidential Information hereunder will run during the entire time the Parties are discussing a business relationship and/or conducting business together and for a period of three years thereafter.
7. The Discloser acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Recipient will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development. Additionally, either Party will be free to use the Residuals resulting from access to or work with the other Party’s Confidential Information for any purpose, provided, however, that the Recipient may not disclose the Confidential Information except as permitted pursuant to the terms of this Agreement. The term “Residuals” means information in intangible form retained in the memory of persons employed or retained by the Recipient who have had access to or worked with the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals; provided, however, that this Section will not be deemed to grant to the Recipient a license under any copyright or patent of the Discloser.
8. In no event shall either Party be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits, or (c) loss of goodwill or reputation; in each case

regardless of whether a Party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable.

1. Upon request from the Discloser, the Recipient shall return to the Discloser all of the Discloser’s Confidential Information or destroy such Confidential Information (at the option of Recipient), whether prepared by the Recipient or the Discloser, including all copies thereof, except that Recipient may retain a copy of such Confidential Information if legally required to do so or if such Confidential Information has been archived as part of automatic data backups.
2. This Agreement constitutes the entire agreement between the Parties with respect to the Confidential Information to be provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each party by its duly authorized representative.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising under or relating to this Agreement must be submitted to a state or federal court located in Lake County, Illinois, and the Parties agree to waive any right to contest the jurisdiction the Illinois courts.
4. Each Party represents that it has caused this Agreement to be executed on its behalf as of the date hereof by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.
5. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.
6. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Medical Murray, Inc. Company Name:

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| --- | --- |
| BY:  | BY:  |
| NAME:  | NAME:  |
| TITLE:  | TITLE:  |
| DATE:  | DATE:  |