

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENTS is made by and between MARTECH MEDICAL PRODUCTS, INC. (hereinafter referred to as “MARTECH”), and _____ (hereinafter referred to as “COMPANY”).

W I T N E S S E T H

WHEREAS, MARTECH and COMPANY have entered into discussions for the purpose of exploring and considering the possibility of a business relationship between them; and

WHEREAS, MARTECH and COMPANY desire to exchange information in exploring and considering the possibility of such a business relationship; and

WHEREAS, the aforesaid information exchange may result in the transmission of confidential information between the parties hereto; and

WHEREAS, the parties are desirous of protecting the confidential nature of any confidential information.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, MARTECH and COMPANY do hereby agree as follows:

1. The effective date of this Agreement is the date that this Agreement has been signed by both parties hereto.
2. The parties agree that for a period of five (5) years from the date of disclosure, or from the end of the parties’ business discussions, whichever is longer, they will not disclose, publish, or disseminate the disclosing party’s Confidential Information to anyone other than

those of its agents, servants, workman and/or employees with a need to know. The parties agree not to use the Confidential Information for their own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. For purposes of this Agreement, Confidential Information shall mean oral and written information which is owned exclusively by the party making the disclosure and which is treated by it as confidential including, but not limited to data, documentation, designs, prototypes, specifications, manufacturing and financial data. All information that is deemed to be Confidential Information by a party shall be marked as confidential prior to its disclosure to the other party. Any information not marked as confidential shall not be considered Confidential Information. Oral disclosures which a party considers to be confidential in nature are to be treated as Confidential Information pursuant to this Agreement only if identified as confidential at the time of disclosure and if written notice of the confidential nature of the disclosure is made within ten (10) days of the oral disclosure. Both parties shall use due diligence in protecting the confidentiality of Confidential Information disclosed to it by the other party including, but not limited to, informing their agents, servants, workmen and/or employees who are working with such Confidential Information of the confidential nature of such information. Confidential Information shall not include information which is: a) in the public domain, other than by a breach of this Agreement on the part of one of the parties; b) rightfully received from a third party without any obligation of confidentiality; c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; d) independently developed by the agents, servants, workmen and/or employees of the receiving party.

3. All information, including, but not limited to, Confidential Information, exchanged between the parties shall be and remain the sole and separate property of the disclosing party. This

Agreement does not transfer, assign, or license any intellectual property rights or property rights of any nature between the parties hereto. Any Confidential Information disclosed by one party to the other shall be returned to the other upon the termination of this Agreement provided, however, that each party shall be permitted to retain, for archival purposes only, one copy of all Confidential Information provided to it by the other party.

4. Neither party hereto shall disclose the existence of this Agreement or the fact that the parties hereto are exploring and considering the possibility of a business relationship.

5. This Agreement, and any claim or controversy related thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The state courts of Pennsylvania shall have exclusive jurisdiction over any claim or controversy relating to this Agreement and venue shall be in the Court of Common Pleas of Montgomery County, Pennsylvania.

6. This Agreement supersedes any and all prior Agreements between the parties hereto with regard to the matters herein contained, and constitutes the entire agreement between the parties hereto to such matters. Neither this Agreement nor any of the provisions, terms or conditions hereof may be waived, altered, abridged, modified or amended, except in writing, and signed by both parties hereto.

7. Either party's failure to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or that party's right at any time to enforce each and every provision.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The individual executing this Agreement represents and warrants that he/she is authorized to execute this Agreement on behalf of his/her company.

MARTECH MEDICAL PRODUCTS, INC.

By: _____
Name: Michelle M. Judge
Title: Intellectual Property & Litigation Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____