

	NDA Clinician Inventor	Doc #:	7.3FRM.6-00
		CCR #:	
		Effective date:	



NON DISCLOSURE AGREEMENT

MADE ON the _____

PARTIES

1. **ithree sixty medical limited (trading as i360medical Ltd.)**, incorporated in Ireland with its registered address at 88 Harcourt Street, Dublin 2, Ireland and with the registered number 504986.

2. _____ of _____

RECITALS

- A. The Parties wish to provide to each other information and engage in discussions towards a working business/commercial relationship where information about ideas that offer potential solutions to identified unmet needs are freely shared by the clinician with i360medical for review and assessment. The clinician may also provide opinion on other ideas received by i360medical from time to time. **(The "Permitted Purpose"). {DETAILS OF WHAT THE PERMITTED PURPOSE IS}**
- B. The Parties agree that for the mutual benefit of furthering the Permitted Purpose, it may be desirable that each provide to the other Confidential Information from time-to-time.
- C. This Agreement sets out the terms on which each party will provide, hold and use Confidential Information.

Definitions

1. In this Agreement the following words and expressions shall, unless the context requires otherwise, have the following meanings:

Agreement	This non-disclosure agreement as amended from time-to-time.
Group	In relation to a company (wherever incorporated), that company, any subsidiaries of that company, any holding company of that company and any subsidiaries of that holding company.

Commencement date	The date as indicated on page 1 of this Agreement.
Confidential Information	Has the meaning given to it in Clause 2.
Party or Parties	A party or the parties to this Agreement.

Confidential Information

2. Confidential Information means all information, inventions, data, intellectual property, scientific concepts, experiments, experimental designs, results, business and market plans in whatever form including without limitation; verbal (if reduced to writing within 21 days of disclosure), written, graphic, photographic, recorded, prototype, sample and electronic of one Party or any member of that Party's Group (the "Disclosing Party"), that is directly or indirectly disclosed in connection with or furtherance of the Permitted Purpose to the other Party or any member of the other Party's Group (the "Receiving Party").
3. Notwithstanding clause 2, Confidential Information shall not include any information which:
 - 3.1. at the time of disclosure to the Receiving Party is known to the Receiving Party, as evidenced through the Receiving Party's written records, through no wrongful act of the Receiving Party;
 - 3.2. is or becomes publicly known through no wrongful act of the Receiving Party;
 - 3.3. is received in good faith by the Receiving Party from a third party in lawful possession of the information and having the legal right to disclose such information without limitation; or
 - 3.4. is independently developed by the Receiving Party without use of or reliance on any Confidential Information as evidenced through the Receiving Party's written records.

Restrictions on Use

4. The Receiving Party agrees that it, its directors, officers, and employees (together, "Associates") shall keep all Confidential Information of the Disclosing Party strictly confidential and shall not, without the prior expressed approval in writing of the Disclosing Party, disclose, publish, provide or permit access to the Confidential Information to any person not authorised by this Agreement.
5. The Receiving Party agrees and acknowledges that the Disclosing Party is disclosing the Confidential Information to it only for the Permitted Purpose and the Receiving Party shall not make any other use whatsoever of the Confidential Information, commercial or otherwise.
6. The Receiving Party shall disclose the Confidential Information to its Associates only to the extent that such Associates require the Confidential Information for the Permitted Purpose and shall ensure that all such Associates are informed of the confidential nature of the Confidential Information and are legally bound to keep the Confidential Information confidential.

Control of Confidential Information

7. The Receiving Party shall maintain such reasonable security measures to prevent unauthorised or inadvertent disclosure or use of the Confidential Information.

Return of Confidential Information

8. At the written request of the Disclosing Party the Receiving Party shall promptly return, or if specified by the Disclosing Party destroy, all of the Disclosing Party's Confidential Information together with any and all copies, extracts, notes, models, samples, or analyses based on or reflecting the Confidential Information and confirm such return or destruction in writing.
9. Notwithstanding clause 8, the Receiving Party may retain a copy of any Confidential Information if, and only to the extent, necessary to comply with any regulatory obligations.

Forced Disclosure

10. The Receiving Party may disclose Confidential Information to the minimum extent required by any order of court of competent jurisdiction or any competent judicial, governmental or regulatory body, or the rules of any stock exchange or listing authority on which the shares of any company in its Group are listed, or the laws or regulations of any country with jurisdiction over the affairs of the Receiving Party.
11. Before any disclosure under clause 10, the Receiving Party shall (to the extent permitted by law) use its best endeavours to:
 - 11.1. inform the Disclosing Party of the full circumstances of the disclosure and the Confidential Information that shall be disclosed;
 - 11.2. consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the Receiving Party;
 - 11.3. gain assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed; and
 - 11.4. where the disclosure is by way of public announcement, agree to the wording with Disclosing Party in advance.

Disclaimer and Warranty

12. No rights or obligations in Confidential Information are granted other than as expressly provided under this Agreement. The Receiving Party agrees that nothing in this Agreement gives it any right, license or claim to any intellectual property right or proprietary right in the Confidential Information of the Disclosing Party and that all such rights remain exclusively and absolutely with the Disclosing Party.
13. The Disclosing Party warrants for the benefit of the Receiving Party that it has the right to disclose the Confidential Information and to authorise the use of it by the Receiving Party, its Associates or any third parties in accordance with the terms of this Agreement.
14. The Receiving Party warrants for the benefit of the Disclosing Party that it has and will continue to have agreements with Associates requiring the Associates to treat Confidential Information in accordance with this Agreement and shall enforce such agreements to provide the Disclosing Party with the full benefit of such Agreements. A breach of this Agreement by the Receiving Party's Associates will be deemed to be a breach by the Receiving Party and the Receiving Party will be fully responsible to the Disclosing Party for any such breach.
15. With the exception of the above warranties, all information disclosed under this Agreement is without warranty of any kind whatsoever, whether expressed or implied, and including without limitation any representation or warranty as to accuracy or completeness.

No Obligation

16. Nothing in this Agreement obliges a Party to disclose any of its Confidential Information to the other Party or enter into any arrangement with the other Party in connection with the Permitted Purpose or any other purpose.

Term

17. The term of this Agreement shall be for 5 (five) years commencing on the Commencement Date and the obligations will survive the cessation of the Permitted Purpose for a further 2 (two) years.

Equitable Remedies

18. The Receiving Party agrees and acknowledges that in the event that it breaches its obligations under this Agreement the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate and therefore that the Disclosing Party is entitled, without limitation to any other rights or remedies it may have, to seek injunctive relief, specific performance and any other form of equitable relief in order to prevent, restrain or remedy any breach or threatened breach.

Notice

19. Notice may be given by either Party to the other Party in writing and sent by prepaid first class mail or facsimile or by e-mail to the address and contact details provided below or to such other address and contact details as may be notified by one Party to the other in writing from time to time. Notice sent by post will be deemed given five business days after the date of posting; notice sent by facsimile will be deemed given on the day sent, conditional on confirmation of sending being obtained by the Receiving Party, and; notice sent by e-mail shall be deemed sent within 1 hour of electronic dispatch provided that no electronically generated undeliverable message, or such other similar error report, has been received.

To: {NAME}

E-mail: {E-MAIL ADDRESS}

With a copy to:

To: **i360medical Ltd.**
Fonthill House,
Old Lucan Road
Dublin 20
D20 RH22
Ireland

E-Mail: conorhand@i360medical.com

General Provisions

20. This Agreement shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
21. The Agreement shall inure for the benefit of the successors of each of the Parties and their permitted assigns.
22. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, that provision will be severed and such invalidity or unenforceability will not affect the validity or operation of any other provisions of this Agreement, except as may be necessary to give effect to the construction of the other provisions of this Agreement.
23. This Agreement contains the entire and complete agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and/or written agreements with respect to the subject matter hereof. This Agreement can only be amended with the express written consent of both Parties.
24. This Agreement shall be interpreted in accordance with Irish law and the Parties hereby submit to the non-exclusive jurisdiction of the Courts of Ireland in relation to any disputes arising under this Agreement.
25. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement will, of itself, constitute or be deemed to constitute a partnership between the Parties, or constitute either Party as the agent, employee or representative of the other.
26. A Party's failure or delay to exercise a power or a right does not operate as a waiver of that power or right and the exercise of a power or a right does not preclude its future exercise or the exercise of any other power or right.
27. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but which will together constitute one instrument. The facsimile/electronic transmission of a signed counterpart is deemed proof of signature of the original. The signed transmitted facsimile/electronic versions are deemed an original.

DULY EXECUTED as an agreement by the Parties on the date first written herein:

SIGNED by Derek Young on behalf of
i360medical Ltd:



Signature

SIGNED by



Signature

Derek Young

Name :

Name :

CEO

Position:

Position: