

CONFIDENTIALITY AGREEMENT and UNDERTAKING

DATED

PARTIES

Viamed Ltd

REFERENCE

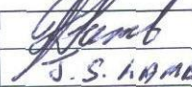
Both parties hereto HEREBY **AGREE** and **UNDERTAKE**

1. To keep all information exchanged inter parties secret and confidential and will not without the prior written consent of the other party hereto, disclose, reveal or in any other manner disseminate such information or any part thereof to any person or persons other than to those to whom such disclosure, revelation or dissemination is necessary in order to effect the completion of the project development work and FURTHER to ensure that any such persons shall act as if they themselves, had entered into this Agreement and Undertaking.
2. Only to use such received information for the purpose of project development work.
3. Not to reproduce or keep any such received information or document or part thereof without the prior written consent of the other party hereto.
4. To ensure any such received information remains under the control of the recipient and to deliver up forthwith any documents or copies thereof upon request.

SAVE ALWAYS THAT

None of the above shall apply where:

1. Information received is already within the public domain
2. Information received subsequently becomes within the public domain other than by reason of breach of this Agreement and Undertaking by the parties hereto.
3. Information is received from a third party rightfully in possessions thereof

Signed		Signed	
Name	J. S. LAMB	Name	K. H. HUI
Title	Managing Director	Title	Assistant General Manager
On behalf of	VIAMED LTD	On behalf of	Healthcare Technology International Ltd.
Date	27/01/04	Date	02/02/04