

## BILATERAL NON-DISCLOSURE AGREEMENT

### BETWEEN:

Party A: Viamed Limited, whose registered address is at 15 Station Road, Cross Hills, Keighley, West Yorkshire BD20 7DT, United Kingdom

### AND:

Party B: Alliance K Medical Device Limited, whose registered address is at Room 702, Kowloon Building, 555 Nathan Road, Kowloon, Hong Kong SAR

### WHEREAS:

This Agreement shall govern the disclosure of confidential information for evaluation of possible business opportunity and mutual business relationship between the parties hereto.

### IT HAS BEEN AGREED AS FOLLOWS:

#### 1. "Confidential Information" shall include:

Subject to exclusions in Clause 2, all tangible and intangible information and includes but not limited to all documents, specifications, schematics, flowcharts, program codes, drawings, artworks, models, prototypes, samples, products, parts, customer-supplier, business information and company visit, relating to the specific products and/or services as listed in the addendum, in each case agreed to be disclosed by the disclosing party (the "Disclosing Party") to and received by the other party hereto (the "Receiving Party") or obtained by the Receiving Party through observation or examination of the foregoing.

#### 2. "Confidential Information" shall not include:

- a. Information which, prior to the time of disclosure, is known to the Receiving Party as evidenced by its documentary records and was not then subject to an obligation of confidentiality to any third party;
- b. Information which, after disclosure, is made available to the Receiving Party in good faith by a third party under no obligation of confidentiality and without restriction on its further disclosure by the third Party.
- c. Information which, after disclosure, becomes known publicly or otherwise becomes part of the public domain through no fault of the Receiving Party.
- d. Information independently developed by Recipient without the use of any Confidential Information disclose by the Disclosing Party.
- e. Both parties shall, in their sole discretion, decide what Confidential Information shall be disclosed to the other party and the party receiving shall decide whether to receive such Confidential Information.

#### 3. Non-Disclosure and Non-Use of Confidential Information

- a. The Receiving Party shall not disclose any of the received Confidential Information of the Disclosing Party other than on a need-to-know basis for furtherance of business with the Disclosing Party and only to persons who are bound by written obligations of confidentiality that are no less strict than this Agreement. The Receiving Party shall not decompile, disassemble or reverse engineer the Confidential Information without the Disclosing Party's written permission.
- b. If the Receiving Party is required (by subpoena, civil investigative demand, regulations of any recognized stock exchange, regulatory authority or other similar legal process) to make any disclosure

prohibited by this Agreement, such party shall provide the Disclosing Party with prompt notice of each such request, to the extent practicable and legally permissible, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. The Receiving Party may disclose minimal information as is legally required and shall use best effort to ensure confidentiality.

#### 4. Terms and Termination

This non-disclosure Agreement is to cover the evaluation, and discussion during the negotiation period of 2 years from date of this agreement. It will automatically terminate when the Parties enter into an Agreement or the expiry of the negotiation period. Alternatively, either Party may terminate this Agreement by written instant notice. Any complaint or instant termination of this Agreement shall be in written notices to attention of the General Manager or equivalent and separately to the attention of Board of Directors of the other Party and shall not be deemed received unless acknowledged. Upon termination, the Receiving Party will promptly return or destroy with certification to Disclosing Party all Confidential Information except one copy retained for legal proof of confidential information received. All confidential non-disclosure obligations shall be maintained for a period of Five (5) years from the date of receipt notwithstanding the termination of this Agreement.

#### 5. Miscellaneous

- a. The parties do not make any representation or warranty as to the accuracy or completeness of the Confidential Information.
- b. This Agreement shall not be construed as an obligation to enter into any further business relationship nor to transfer or license of any intellectual property right to the Receiving Party.

#### 6. Notice

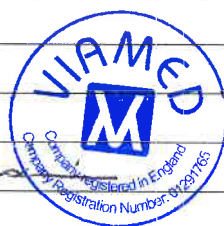
Any notice required or permitted to be given by either Party to the other under this Agreement shall be in writing and may be given by hand or sent by mail, courier, or electronic means with explicit acknowledgment of receipt addressed to the attention of the General Manager or the duly authorized signatory signing this Agreement (or whose successor) of the recipient Party and with the copy of Board of Director at the addresses last known..

#### 7. Governing Law

This Agreement shall be governed by the laws of Hong Kong

#### 8. Effective date

This Agreement shall come into effect upon its signature by both parties.

For and On Behalf of		For and On Behalf of	
Viamed Limited.		Alliance K Medical Device Limited	
Signature: 		Signature:	
Name: Steve Nixon		Name:	
Title: Director		Title:	
Date: Viamed Ltd.		Date:	