

## MUTUAL CONFIDENTIALITY AGREEMENT

Made as of 23<sup>rd</sup> 14<sup>th</sup> November 2016

### BETWEEN:

Viamed Ltd . 15 Station Road Cross Hills Keighley West Yorkshire, BD20 7DT United Kingdom . . . . ., represented by . . . . . Steve Nixon, 15 Station Road, Cross Hills Keighley West Yorkshire, BD20 7DT United Kingdom hereinafter also referred to as "Viamed",

### AND:

Sheffield Children's Hospital, Western Bank, Sheffield S102TH, represented by .  
~~[name]~~ JADE PEARSON hereinafter also referred to as "HOSPITAL"

referred to as "HOSPITAL".

HOSPITAL and VIAMED are hereinafter also referred to as the "Parties".

HOSPITAL and VIAMED intend to enter into discussions and possibly a working relationship within the scope of projects and the exchange of information relating to Oxygen monitoring (hereinafter referred to as "Information"). In light of such discussions and, as the case may be, negotiations the Parties may disclose confidential information to each other.

Therefore the Parties wish to enter into this Mutual Confidentiality Agreement prior to disclosure of any confidential information to each other.

1. The Parties will use their reasonable efforts to maintain Information received from the other in confidence and neither disclose same to any third party, nor use same for any purpose except determining whether to enter into a mutually attractive business arrangement. Information received by either party may be disclosed or revealed to employees of the receiving party or to the receiving party's consultants, provided that such employees/consultants are under confidentiality obligations equivalent to the ones provided in this Agreement. The Parties further agree not to disclose the relationship between the Parties or the existence of this Agreement to any third party without the prior consent of the other party.

The obligations of this Article shall continue for .5 years from the last date of signature of this Agreement by both Parties (the "Confidentiality Period").

2. Neither party shall be obligated to maintain in confidence any information, or any obvious modification thereof, which it can reasonably demonstrate to fall within one of the following exceptions:

- a) was known to the receiving party prior to being received from the disclosing party;
  - b) is or, without the fault of the receiving party, becomes publicly known;
  - c) was received by either party from a third party without an obligation of confidence and having a right to disclose the same;
  - d) has been or is developed by the receiving party independent of any disclosure of Information hereunder; or
  - e) has to be disclosed to comply with a court or administrative subpoena or order, provided the receiving party first uses reasonable efforts to obtain an order preserving the confidentiality of the information and provided that the receiving party gives the other party timely notice of the contemplated disclosure to provide the disclosing party with the opportunity for intervention in order to preserve the confidentiality of the information.
3. Disclosures made under this Agreement which are specific shall not be deemed to be within the foregoing exceptions of Article 2 above merely because they are embraced by general disclosures in the public domain or in the prior possession of the receiving party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions of Article 2 merely because individual features are in the public domain, or in the prior possession of the receiving party.
  4. Only Information disclosed in writing and indicated to be confidential, or - if disclosed orally or in other non-written form - Information summarised in writing and indicated to be confidential and transmitted to the other party within .20 . days of such non-written disclosure, shall be subject to this Agreement.
  5. All documents containing Information in tangible or electronic form which are in the possession of the receiving party under this Agreement shall remain the property of the disclosing party, and all such documents, together with any copies or excerpts thereof, shall be promptly returned to the disclosing party or destroyed upon written request of the disclosing party. One record copy may be retained to determine compliance under this Agreement.
  6. Except as otherwise expressly provided for herein, this Agreement does not convey any rights under the know-how, patent or other intellectual property rights of either party nor does it create any such obligations.
  7. Each party expressly represents that it is the owner of or has control over and that it has full right and authority to disclose the Information to the other party.
  8. Each party represents that it does not have an obligation to any third party, whether express or implied, that would interfere, hamper or limit its ability to comply with the terms of this Agreement.
  9. This Agreement shall not be assigned by either party without the prior written consent of the other party.
  10. Any notice given under this Agreement shall be in writing and may be delivered personally or by email to the addresses set forth on page 1 to the attention of the following persons :
    - to HOSPITAL : Attn. ~~JANE~~ <sup>JANE</sup> [Name] ~~PEARSON~~ <sup>JANE.PEARSON@sch.nhs.uk</sup>, [Email].....; and
    - to VIAMED : Attn. ....Steve Nixon ... steve.nixon@viamed.co.uk .....



or to such other addresses and persons as may from time to time be notified in writing. Any notice delivered personally shall be deemed to have been given and received at the time of delivery. Any notice delivered by facsimile transmission shall be deemed to have been given and received on the business day following the date of transmission.

11. This document contains the entire agreement between the Parties and supersedes all pre-existing agreements between the Parties respecting its subject matter. Modification of this Agreement as well as of this written form requirement clause shall only be effective if made in writing and signed by the Parties.
12. If one or more provisions of this Agreement are or become totally or partially impracticable or invalid or violate any laws or directives or if the Agreement contains a gap, the remainder of this Agreement shall not be affected. The Parties are obliged to replace an invalid or impracticable provision or fill a gap by a valid or a practicable provision which comes as close as possible to the intention of the Parties.
13. This Agreement shall be governed by and shall be construed in accordance with the laws of England with the exclusion of its conflict of law principles to the extent that they would refer to foreign law.
14. All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of ICIA without recourse to the ordinary courts of law. The place of arbitration is London. The arbitral tribunal consists of one (1) arbitrator; the substantive law of England is applicable to the dispute. The language of the arbitral proceedings is English.

HOSPITAL

VIAMED

By: [Signature]  
(Name)

By: [Signature]

By: JANE PEARSON  
(Name)

By: S. NIXON  
(Name)

Date: 30/11/16

Date: 23.11.16