

THIS NON-DISCLOSURE AGREEMENT is dated 29.03.1010

PARTIES

- (1) **EnviteC Wismar GmbH** a Honeywell company, incorporated and registered in **Schwerin** with company number **HRB 1838** whose registered office is at **Alter Holzhafen 18, 23966 Wismar** ("**EnviteC**");
- and
- (2) **Vandagraph Limited** incorporated and registered in **England** with company number **23322105** whose registered office is at **15 Station Road, Cross Hills, Keighley, West Yorkshire BD20 7DT, United Kingdom** ("**COMPANY**").

BACKGROUND

- A. EnviteC is in the business of designing, developing, manufacturing, and/or distributing sensors and control units for monitoring of vital physiological parameters, sensors and control units for monitoring of respiratory mechanics parameters and gas exchange, measurement devices and sensors for alcohol abuse.
- B. **COMPANY** is in the business of developing, producing, marketing and selling products for **Gas Analysis**
- C. The parties wish to explore a possible business relationship pursuant to which each party may disclose confidential information to the other party subject to the following terms and conditions:

AGREED TERMS

1. Definitions:

For purposes of this Agreement, the terms set forth below shall have the meanings specified in this Section 1:

- "Affiliate"** means with respect to a party (i) any corporate entity for which that party holds at least one seat on the board, (ii) any partnership or joint venture where that party is a general partner, (iii) any entity that is controlling or under common control with such party, or (iv) or any other entity controlled by or under common control by a controlling entity of such party. "Control" means having the right, through the ownership of voting securities or otherwise, to elect the management and otherwise to direct the policies of such entity.
- "Confidential Information"** means any information, technology, technical data, trade secrets, know-how or idea, including, without limitation, that which relates to business operations, products, services, customers, markets, research, inventions, processes, designs, drawings, engineering, marketing or finances of the Discloser, which is either (i) marked "**CONFIDENTIAL**" and/ or "**PROPRIETARY**" (or the equivalent in another language) at the time of disclosure or (ii) unmarked (i.e., disclosed orally or visually) but treated as confidential at the time of disclosure and thereafter designated as confidential in writing sent to Recipient's Representative within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification.
- "Discloser"** means a party disclosing Confidential Information pursuant to the terms of this Agreement.
- "Purpose"** means [_____].
- "Recipient"** means a party receiving Confidential Information pursuant to the terms of this Agreement.
- "Representative"** means the following persons, who will, on behalf of the respective parties, be responsible for the management and administration of this Agreement, including the transmittal or receipt of Confidential Information by any means, however, all Confidential Information shall be afforded the protection of this Agreement even if not furnished to the points of contact listed below:

EnviteC	[COMPANY]
Marcus Lindenlaub	John S Lamb

2. **Use of Confidential Information:**

Recipient will (i) only disclose Confidential Information to those of its employees, officers, directors, consultants, agents, contractors and Affiliates who are required to have the Confidential Information in connection with the Purpose and who are bound in writing to Recipient to maintain the Confidential Information in accordance with the terms of this Agreement, (ii) use Confidential Information only in relation to the Purpose, and (iii) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Confidential Information or any part thereof. The Recipient may make a limited number of copies of Confidential Information as necessary to complete the Purpose. All copies made will reproduce the restrictive legends of the original. Recipient will protect Confidential Information using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information. The terms of this Agreement will not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information or to license or market any products. Further, in no event will this Agreement be construed to prohibit either party from developing, manufacturing, promoting, selling, offering to sell, importing and maintaining its products and services, or acquiring technology or products, for itself or others, that are similar to or competitive with the other party's Confidential Information; provided that neither party may violate any obligation of confidentiality it has under this Agreement.

3. **Termination of Agreement and Continuing Obligation**

This Agreement shall terminate (i) upon the signing by the parties of a superseding agreement, or (ii) one year from the date written above, whichever is earlier. Notwithstanding the foregoing, each party's obligations of confidentiality with respect to the other party's Confidential Information shall continue for five (5) years from the date of receipt.

4. **Exclusions**

This Agreement imposes no obligation upon Recipient if Recipient can demonstrate that the Confidential Information (i) was in Recipient's possession before receipt from Discloser, (ii) is or becomes a matter of public knowledge through no fault of Recipient, (iii) is rightfully received by Recipient from a third party, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed by Recipient without use of the Discloser's Confidential Information, or (vi) is disclosed under operation of law, provided Recipient notifies Discloser and upon Discloser's request, agrees to cooperate in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.

5. **Return**

Recipient will return or destroy, at Discloser's discretion, Confidential Information and all copies upon the earlier of (i) a written request submitted by Discloser, or (ii) termination of this Agreement, and will certify in writing to such return or destruction within thirty (30) days of Discloser's reasonable request. Documents or any other media of the Recipient into which Discloser's Confidential Information has been incorporated will be destroyed. Notwithstanding the above, Recipient may retain one copy of the Confidential Information for evidentiary purposes.

6. **Warranty**

Discloser warrants that it has the right to make the disclosures under this Agreement. Information exchanged under this Agreement is provided "AS IS." Discloser has no liability arising from Recipient's use of the Confidential Information.

7. **Remedies**

The parties agree that (i) breach of the provisions of this Agreement by the Recipient may cause irreparable damage to the Discloser for which money damages will be inadequate, and (ii) Discloser is entitled to seek injunctive relief to protect Discloser's rights under this Agreement among other legal remedies.

8. Successors and Assigns

Except as to a sale or transfer of the business to which this Agreement relates, the rights of the parties under this Agreement may not be assigned or transferred to any person, firm or corporation without the express prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment without such express prior written consent will be void.

9. Governing Law

This Agreement will be governed by German law and the parties submit to the exclusive jurisdiction of the German courts.

10. No License or Patent Rights Granted

Nothing in this Agreement grants or confers any rights on the part of any party by license or otherwise, express or implied, to any trade secret, copyright, invention, discovery, or to any patent covering the invention or discovery, or other intellectual property right, nor does this Agreement grant Recipient any rights in or to the Discloser's Confidential Information, except to the limited right to review the Confidential Information solely in connection with the Purpose.

12. General

This Agreement constitutes the entire agreement between the parties. All modifications to this Agreement must be in writing signed by both parties. Both parties will adhere to any applicable laws regarding the export of Confidential Information. Failure to enforce any provision of this Agreement will not constitute a waiver of any term of this Agreement. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Agreement. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, all as of the dates written below.

EnviteC Wismar GmbH


By: 

Print (Name): Marcus Lindenlaub

Position: Managing Director
Duly authorized Representative

Date: 30th of March 2010

Vandagraph Limited

By: 

Print (Name): J.S. LAMB

Position: CHAIRMAN
Duly authorized Representative

Date: 30/3/10