Viamed Limited - 15 Station Road - Cross Hills
Keighley -West Yorkshire BD20 7DT - United Kingdom
Tel: +44 1535 634542 Fax: +44 1535 635582
Email: info@viamed.co.uk Website: www.viamed.co.uk

POTENTIAL OEM CUSTOMER PROPRIETARY INFORMATION AGREEMENT

This Agreement is made as of 6th September 2018 by and between Viamed Limited, conducting business as Viamed and Fathom Systems Limited a corporation incorporated in Scotland, which signs this Agreement on behalf of itself and all of its subsidiaries and affiliates (collectively, "Recipient").

RECITALS:

A. Viamed and Recipient are engaged in discussions about the desirability of Recipient becoming an OEM customer of SMARTsat oximetry modules and technology.

B. To facilitate such discussions, Recipient may be given access to proprietary or confidential information concerning SMARTsat oximetry modules and technology, including, without limitation, specifications of such modules and related technical and market information.

C. In consideration of being permitted to review such information, Recipient has agreed to restrictions on the use and disclosure of such information.

AGREEMENT:

The parties have therefore agreed as follows:

1. Protected Information. For purposes of this Agreement, the term "Protected Information" means include all proprietary and/or confidential information of Viamed previously or hereafter disclosed or made available to Recipient by Viamed, including any information relating to property or equipment of Viamed which becomes available to Recipient by reason of Recipient's access to such property or equipment. The term "Protected Information" shall exclude any information (a) which is generally available to the public other than as a result of any action by Recipient; (b) which Recipient can demonstrate was rightfully in its possession at the time Viamed made it available to Recipient; (c) which is rightfully disclosed to Recipient by a third party without the imposition on Recipient of any confidentiality obligation or restrictions on use; or (d) which Viamed states in writing should not be considered to be Protected Information.

2. Confidential Treatment. Recipient shall maintain all Protected Information in confidence at all times and shall not disclose any Protected Information to any person other than Viamed without the prior written approval of Viamed. Recipient shall take all reasonable precautions to safeguard the confidential or proprietary nature of the Protected Information and to prevent its unauthorized disclosure to third parties. If any Protected Information is required to be disclosed to the FDA or other governmental regulatory bodies, or Viamed gives permission for such disclosure, then Recipient may disclose such information to such regulatory body but Recipient shall use its reasonable commercial efforts to obtain confidential treatment for such information (as trade secret or proprietary information) by such regulatory body.

Viamed Limited - 15 Station Road - Cross Hills
Keighley -West Yorkshire BD20 7DT - United Kingdom
Tel: +44 1535 634542 Fax: +44 1535 635582
Email: info@viamed.co.uk Website: www.viamed.co.uk

3.Access; Employees, etc. Recipient shall limit access to Protected Information to those of Recipient's employees, agents and consultants who have a need to know such information so that Recipient can evaluate the desirability of an OEM relationship. Recipient shall obtain the written agreement of each such person who receives Protected Information to act in accordance with Recipient's promises in this Agreement. (It will be sufficient if Recipient's employees who receive such information have signed Recipient's standard employee non-disclosure agreement which contains promises to maintain the confidentiality of confidential/proprietary information received from third parties. Alternatively, Recipient may have such employees sign this form.)

4. Use of Information. Recipient will use Protected Information only in connection with evaluating the desirability of an OEM relationship with Viamed.

5. Return of Materials. On demand by Viamed, Recipient will deliver to Viamed all copies in the possession or control of Recipient of all documents and material that contain any Protected Information.

6. Confidential Information of Recipient. Viamed understands that, in order for Recipient to evaluate whether SMARTsat oximetry modules and technology meet Recipient's needs, Recipient may disclose certain of Recipient's own confidential or proprietary information to Viamed. This information shall be limited to the following information concerning products into which Recipient may incorporate Viamed's OEM products: a) marketing information, including business plans, plans for marketing and selling products, sales forecasts and identification of new product types; and b) technical information relating to the integration of an Viamed OEM oximetry module into Participant's products, provided that such technical information shall be limited solely to: physical size and connection requirements; electrical interface requirements (including power supply requirements); and software communication interface requirements. The information described in clauses (a) and (b) of this Section 6 is collectively referred to as "Authorized Recipient Protected Information". Viamed agrees to treat Authorized Recipient Protected Information in the same manner as Recipient is required to treat Viamed's proprietary and confidential information under Sections 2, 3, 4 and 5 of this Agreement. These obligations of Viamed will be subject to the same exclusions as would apply to Recipient under Section 1 of this Agreement. Recipient understands that, in the absence of a separate written agreement to the contrary, Viamed is not willing to accept on a confidential basis from recipient any other information relating to Recipient's products, other than Authorized Recipient Protected Information.

7. Amendments This Agreement may not be amended except by a writing signed by authorized representatives of Viamed and Recipient.

Viamed Limited - 15 Station Road - Cross Hills
Keighley -West Yorkshire BD20 7DT - United Kingdom
Tel: +44 1535 634542 Fax: +44 1535 635582
Email: info@viamed.co.uk Website: www.viamed.co.uk

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day first written above.

Viamed	Fathom Systems
By_____	By_____
Steve Nixon Director – Viamed Ltd.	Fathom Systems Limited.
Viamed Ltd. 15 Station Road Cross Hills Keighley West Yorkshire BD20 7DT United Kingdom	Fathom Systems Limited. Badentoy Crescent Badentoy Park Portlethen Aberdeenshire AB12 4YD United Kingdom