NON-DISCLOSURE AGREEMENT

Honeywell

This Non-Disclosure Agreement (the "Agreement") is effective as of the date of the last signature (the "Effective Date") and made between the parties hereto (each a "Party", together the "Parties") executing the Agreement.

1. **"Proprietary Information"** means any business or technical information, know-how or evaluation results in whatever form that is clearly identified by the disclosing Party as being confidential, proprietary or trade secret. Proprietary Information includes information disclosed orally or visually but identified as confidential at the time of disclosure and within 30 days thereafter disclosing Party sends receiving Party a written summary of the Proprietary Information. All software and samples disclosed shall be considered Proprietary Information regardless of whether so marked. Proprietary Information excludes any information that receiving Party can prove: (i) was in its possession at the time of disclosure and not subject to an obligation of confidentiality; (ii) has become legally available in the public domain through no fault of receiving Party; (iii) was rightfully received from a third party who had a legal right to make the disclosure; or (iv) was independently developed by the receiving Party without the use of disclosing Party's Proprietary Information.

2. **Use and Standard of Protection.** Receiving Party will use Proprietary Information only To determine whether Honeywell sensor and/or switch products, including but not limited to pre-release products, sample products, prototypes, and/or other non-commercial products, will meet the needs of Company's products, applications and/or market, and to generally evaluate a possible business relationship between the parties. (the "Purpose") in strict compliance with this Agreement. Receiving Party will protect the Proprietary Information of disclosing Party with the same degree of care, but in no event less than a reasonable degree of care, that receiving Party uses with its own Proprietary Information. Receiving Party may make a limited number of copies as necessary to achieve the Purpose, provided the restrictive legends of the originals are reproduced on all such copies.

3. **Permitted Disclosure.** Receiving Party may disclose Proprietary Information only to its employees, officers, directors, consultants, sales representatives, distributors, subcontractors, contract employees and Affiliates, (collectively, "permitted disclosees") who have a need to know the Proprietary Information to achieve the Purpose and are bound by the confidential obligations in this Agreement. "Affiliate" means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. Receiving Party may disclose Proprietary Information to a third party with respect to the Purpose if disclosing Party authorizes such disclosure in writing. Receiving Party shall be responsible for any breaches of this Agreement by its permitted disclosees. In the event disclosing Party authorized receiving Party to disclose Proprietary Information to a third party, receiving Party in all cases will remain responsible and liable for the third party's proper use and compliance with the terms of this Agreement. Receiving Party will notify the disclosing Party if faced with legal action or a request under any government regulations to disclose any of the disclosing Party's Proprietary Information. If disclosing Party requests, receiving Party will cooperate in all reasonable respects to contest the disclosure or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, no Party will be liable in any way for disclosures made pursuant to judicial action or any government regulations.

4. **Impermissible Uses.** Receiving Party shall not use disclosing Party's Proprietary Information to: (i) manufacture or enable the manufacture by any third party of disclosing Party's products, or products similar thereto; (ii) analyze, decompile, disassemble, decode, reproduce, redesign, or reverse engineer any products, equipment, samples or computer software provided by disclosing Party; or (iii) perform any services for a third party.

5. **Term, Termination and Continuing Obligation.** This Agreement expires 3 years from the Effective Date unless earlier terminated by a Party upon 30 days prior written notice. Receiving Party will not use or disclose Proprietary Information except as permitted in this Agreement for 7 years from the expiration or termination date of this Agreement. Provisions that by their nature should continue in force beyond the completion or termination of this Agreement will remain in force.

6. **Return.** Within 30 days of receipt of a written request from disclosing Party, receiving Party will return or destroy, to the extent destruction is reasonably feasible and practical, all Proprietary Information and all copies thereof and will certify in writing of any such destruction.

7. Remedies. Breach of this Agreement may cause irreparable damage for which money damages may not be fully adequate, and disclosing Party is entitled to seek injunctive relief in addition to any other remedies at law or in equity.

8. No Warranties or Liability. All Proprietary Information provided under this Agreement is provided "AS IS". Disclosing Party makes no warranties, express or implied, regarding the accuracy of the Proprietary Information and has no liability of any type arising from receiving Party's use of the Proprietary Information.

9. No License or Patent Rights Granted. No Party grants or confers any rights by license or otherwise, express or implied, to any Proprietary Information or other intellectual property right, except the limited rights to use and disclose Proprietary Information solely for the Purpose in accordance with the terms of this Agreement.

10. Data Privacy. "Personal Data" means any information that can directly or indirectly identify a natural person or as that term (or similar variants) may otherwise be defined under applicable data protection and privacy laws, rules and regulations ("Data Privacy Laws"). Each Party will process any Personal Data it receives under this Agreement as an independent controller and in compliance with Data Privacy Laws.

11. Export. Receiving Party will strictly comply with all export laws, rules, and regulations, including U.S. International Traffic in Arms Regulations ("ITAR") and U.S. Export Administration Regulations ("EAR") regulations, that apply to Proprietary Information received under this Agreement. Receiving Party will first obtain the written consent of the disclosing Party before submitting any request for authority to export any of the disclosing Party's Proprietary Information subject to ITAR and EAR requirements.

12. Sanction Laws. Relating to the entry into and performance pursuant to this Agreement, receiving Party will comply with all Sanctions laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Receiving Party agrees that disclosing Party may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without disclosing Party incurring any liability.

13. Governing Law and Dispute Resolution. This Agreement will be governed by the laws of New York, without regard to conflicts of law principles, and the Parties will submit to the exclusive jurisdiction of the federal courts of New York.

14. Assignment. Except for the sale of the business or product line to which this Agreement relates, no Party may assign its rights or transfer its obligations under this Agreement to any third party without the prior written consent of each Party, which consent will not be unreasonably withheld.

15. General. This Agreement governs the use and protection of Proprietary Information and does not create any joint venture, partnership, agency, or commercial relationship between the Parties. This Agreement constitutes the entire agreement relating to Proprietary Information disclosed for the Purpose and supersedes all prior and contemporaneous agreements between the Parties with respect to the Purpose. All modifications or revisions to this Agreement must be signed by all Parties. Notices must be in writing and will be effective upon receipt at the address provided below, which address may be changed by written request.
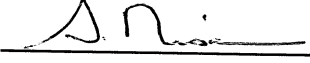
This Agreement is executed by duly authorized representatives of the Parties.

Honeywell Healthcare Solutions Gmbh	**Viamed Ltd. Cross Hills**
Sign: _____	Sign: _____
Name: _____	Name: _STEVE NIXON_
Title: _____	Title: _DIRECTOR_
Date: _____	Date: _19-12-23_

<table>
<tr><td>Address:
Alter Holzhafen 18

Wismar, Germany</td><td>Address:
15 Station Road
Keighley, WEST YORKSHIRE, United Kingdom,
BD207DT</td></tr>
</table>