



## NON-DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("Agreement") is made and entered into this \_\_\_\_ date \_\_\_\_ Month, \_\_\_\_ Year by and between KONTour (Xi'an) Medical Technology Co., Ltd. (hereinafter referred to as KONTour Medical) and \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_).

WHEREAS, it is anticipated that KONTour Medical may make certain disclosures of proprietary information related to its business, products, pricings, technology or operations to \_\_\_\_\_ and such disclosures shall be subject to this Agreement which shall also be referred to as "Confidential Information".

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions herein contained, and each act performed and to be performed hereunder, KONTour Medical and \_\_\_\_\_ agree as follows:

1. **DEFINITION:** "Confidential Information" shall mean all information disclosed by KONTour Medical to \_\_\_\_\_, including, but not limited to, drawings, designs, specifications, prices, notes, memoranda and reports relating to past, present or future research, technology, designs, know how, ideas, concepts, computer programs, products, processes, markets, business plans and operations, or any other writings specifically marked "confidential" and submitted to \_\_\_\_\_. To the extent Confidential Information is disclosed orally, it shall be identified as confidential in writing to \_\_\_\_\_ within fifteen (15) days of the disclosure.

A. For the purpose of this Agreement, the following information shall not be deemed "Confidential Information":

- i) Information which, at the time of disclosure or thereafter, becomes part of the public domain without breach of this Agreement by \_\_\_\_\_
- ii) Information which is lawfully disclosed to \_\_\_\_\_ by a third party who is under no obligation of confidence to KONTour Medical; or
- iii) Information which is independently developed by \_\_\_\_\_ without reliance on the Confidential Information.

2. **AGREEMENT:** \_\_\_\_\_ agrees that (a) it will use such Confidential Information for employment consideration purposes only and shall not distribute, disclose, or disseminate such information in any way to anyone of such information; (b) all Confidential Information shall remain the property of KONTour Medical and all Confidential Information that has been reduced to written or other recorded form (regardless of its type) and any



and all copies thereof shall be returned or destroyed by \_\_\_\_\_ upon request by KONTour Medical and, in any event, when \_\_\_\_\_ needs for the Confidential Information to perform its obligations for which disclosure was made no longer exists.

3. ENTIRE AGREEMENT: This document contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments, or agreements, or writings as to such subject matter.

4. RESERVATION OF AGREEMENT. By disclosing Confidential Information to \_\_\_\_\_, KONTour Medical does not grant to \_\_\_\_\_ any express or implied right or license to, under, or with respect to, any patents, copyrights, trademarks, technology, know-how, or trade secret information. KONTour Medical reserves the right to itself all such rights and interests and the ability to protect such rights and interests.

5. LAW GOVERNING: This Agreement shall be governed by the laws of the People's Republic of China without regard to its conflict of law and provisions.

6. TERM: The obligations of \_\_\_\_\_ of Confidential Information under this Agreement shall continue for a period of five (5) years from the date first written above.

7. MISCELLANEOUS: This Agreement: (a) may be amended or modified only by a written instrument signed by the party against whom enforcement is sought; (b) shall be binding upon the parties hereto and their successors and assigns, but neither of the parties hereto shall assign this Agreement without prior written consent of the other party; and (c) the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining portions thereof.

**KONTour(Xi'an) Medical Technology  
Co., Ltd**

\_\_\_\_\_  
**COMPANY NAME**

Alan Zhu

Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature & Chop

\_\_\_\_\_  
Signature & Chop

General Manager

Title

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\_\_\_\_\_  
Title

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