**MUTUAL NON-DISCLOSURE AGREEMENT**

In connection with the “Business Purpose” described below, MD3 Medevice LLC. (“MD3”) and the undersigned party may exchange certain Trade Secrets or Confidential Information. For and in consideration of these disclosures, MD3 Medevice LLC and the undersigned party agree to the following terms.

**1. Definitions**

 (a) **Affiliate** means any entity controlled by, under common control with, or controlling Recipient through voting stock or its board of directors or other supervisory board.

(b) **Authorized Person** means Recipient’s or its Affiliate’s employees, officers, legal counsel, members of Recipient's board of directors or supervisory board, and independent contractors, each of whom Recipient requires to comply with the obligations of Recipient under this Mutual Non-Disclosure Agreement.

 (c) **Confidential Information** means any and all technical and non-technical information provided by either party to the other, including but not limited to (a) patent and patent applications, (b) trade secret, and (c) proprietary information – mask works, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties..

 (d) **Owner** means the party disclosing Proprietary Information to the other party to this Mutual Non-Disclosure Agreement.

 (d) **Proprietary Information** means Trade Secrets and Confidential Information of the Owner (or of a third party providing such information to the Owner).

 (e) **Recipient** means the party who receives Proprietary Information under this Mutual Non-Disclosure Agreement, including Authorized Persons.

 (f) **Third Party** means any person other than an Authorized Person.

 (g) **Trade Secrets** mean information constituting a trade secret within the meaning of Uniform Trade Secrets Act.

**2. Term.** The term of this Mutual Non-Disclosure Agreement shall commence on the “Effective Date” (as defined below) and continue thereafter for **two (2) years**.

**3. Proprietary Information.**

 (a) Recipient agrees to hold all Proprietary Information in trust and confidence and will not at any time, directly or indirectly, furnish or divulge any of the Proprietary Information to a Third Party. Recipient shall exercise reasonable care to prevent disclosure of the Proprietary Information to a Third Party. Recipient may only disclose the Proprietary Information to an Authorized Person with a need to know such information in connection with the Business Purpose. Recipient shall not exploit or attempt to exploit in any way or manner whatsoever the Proprietary Information for its own private benefit or for the benefit of any person, firm or entity other than the Owner. Recipient shall notify the Owner immediately upon discovery of any unauthorized use or disclosure of the Proprietary Information.

 (b) The obligations under this Mutual Non-Disclosure Agreement do not apply if and to the extent Recipient establishes that: (i) the information disclosed to Recipient was already known to Recipient, without obligation to keep it confidential, at the time of its receipt from Owner, as evidenced by documents in the possession of Recipient prepared or received prior to disclosure of such information; (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential and without requiring Recipient to keep the information confidential; (iii) the information was publicly known at the time of its receipt by Recipient or has become publicly known other than by a breach of this Mutual Non-Disclosure Agreement; (iv) the information was independently developed by Recipient without use of Owner’s Proprietary Information; or (v) the information is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that Recipient shall use reasonable efforts under the circumstances to notify the Owner of such requirement so as to provide the Owner the opportunity to obtain such protective orders or other relief as the compelling Court or other entity may grant.

 (c) Recipient will not make copies of any written Proprietary Information except as required in connection with the Business Purpose.

 (d) If the Proprietary Information comprises software, then Recipient agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs or parts thereof without the prior written consent of the Owner.

 (e) At the conclusion of the discussions between the parties regarding the Business Purpose, or upon demand by either party, all Proprietary Information in Recipient’s possession or control shall be returned to the Owner or destroyed by Recipient.

 (f) Recipient acknowledges and agrees that its obligations under this Mutual Non-Disclosure Agreement with regard to the Trade Secrets shall remain in effect for as long as such information remains a trade secret under applicable law. Recipient acknowledges that its obligations with regard to Confidential Information shall remain in effect for **two (2) years** after the Confidential Information is initially disclosed to Recipient.

(g) Recipient acknowledges and agrees it will be dealing with inside information not available to the public. In express recognition of this fact, Recipient agrees not to engage in the trading of the securities of Owner during the period of mutual discussion, and thereafter, for a period not to exceed ninety days from the date of execution of this Agreement.

**4. Ownership.** Recipient acknowledges and agrees that the Proprietary Information of Owner is the sole and exclusive property of Owner (or a third party providing such information to Owner) and that Owner (or a third party providing such information to Owner) owns all world wide copyrights, trade secret rights, confidential and proprietary information rights, and all other proprietary rights therein. Recipient acknowledges and agrees that the disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information.

**5. Warranty Disclaimer.** THE TRADE SECRETS AND CONFIDENTIAL INFORMATION ARE PROVIDED AS IS WITHOUT ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Remedies.** Recipient acknowledges and agrees that the remedies at law for breach of any covenant in this Mutual Non-Disclosure Agreement may be inadequate and that Owner shall be entitled to injunctive relief for any breach of this Mutual Non-Disclosure Agreement by Recipient. Nothing herein shall be construed as limiting Owner’s right to any other remedies at law, including the recovery of damages for breach of this Mutual Non-Disclosure Agreement.

**7. Governing Law.** This Mutual Non-Disclosure Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without giving effect to its conflict of law rules.

**8. Counterparts; Signatures.** This Mutual Non-Disclosure Agreement may be executed in several counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not signatory to the original or to the same counterpart. A counterpart may be delivered via telecopy and the telecopy received will be deemed to be an original.

**9. Entire Agreement.** This Mutual Non-Disclosure Agreement expresses the sole and entire agreement between the parties with respect to the exchange of Proprietary Information between the parties in connection with the Business Purpose and supersedes all prior discussions, representations, agreements and understandings regarding the disclosure of Proprietary Information in connection the Business Purpose. This Mutual Non-Disclosure Agreement shall inure to the benefit of each party and any of their respective successors.

The parties have caused this Mutual Non-Disclosure Agreement to be executed by their authorized representatives.

**Effective Date:** April, 1, 2010

**Business Purpose:** Explore Business Relationship

 **MD3 Medevice, LLC**

**By: By:**

**Its: Its: Founder, Managing Partner**

**Address: Address: 315 S. Coast Hwy. Suite U31**

 **Encinitas, CA 92024 USA**