

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“**NDA**”) is entered into by selecting I agree during the initial startup of the Eccovision Application. This agreement is between Sleep Group Solutions and the owner of the practice that purchased an Eccovision 32000.

**WHEREAS**, in connection with the parties referenced above mutual objectives/purpose for evaluation and/or joint development (“**Purpose**”) each of the parties have, acquired or furnished, and may acquire or furnish certain oral and written Confidential Information (as defined hereunder) concerning their respective companies; and

**WHEREAS**, both parties are willing to accept such aforementioned Confidential Information as limited herein; and, as a condition to the mutual exchange of such Confidential Information, each of the parties agrees, as set forth below, to treat confidentially and to not otherwise disclose, and to cause its respective directors, officers, employees, representatives, agents and advisors to treat confidentially and to not otherwise disclose, any Confidential Information;

**NOW, THEREFORE** the parties agree as follows:

1. **Confidential Information.** “Confidential Information” shall mean all information relating to personal health information ,product\service data, service\product agreement information, research, development, specifications, formulas, algorithms, prototypes, computer programs, records, data, designs, concepts, ideas, methods, techniques, processes, samples, trade secrets, analyses, materials, marketing information, projections, plans, costs, prices, customers, suppliers, financial statements, business plans, business opportunities, personnel, memoranda, notes, legal documents, patents (whether pending or duly registered), other data and information (in whatever form), as well as improvements, and any know-how related thereto disclosed by the Disclosing Party to the Receiving Party including any third-party confidential information disclosed by the Disclosing Party to the Receiving Party, all of the above whether exposed to Receiving Party by the Disclosing Party intentionally or not.
2. **Protection of Confidential Information.**
  - 2.1. The Receiving Party undertakes not to disclose to others, or use for his own benefit or for the benefit of anyone other than for the aforesaid Purpose, or otherwise copy any Confidential Information. The Receiving Party will use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, will **make all the necessary arrangements** to protect Confidential Information from any use, disclosure, or destruction. The Receiving Party agrees to take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to the Confidential Information including, but not limited to, the Receiving Party’s employees who have a need to know, such that the Receiving Party fully performs its duties and obligations hereunder. The parties further agree that the Receiving Party shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the Disclosing Party. The Receiving Party and its employees, agents and representatives shall not, directly or indirectly, attempt to reverse-engineer, decipher or take other similar actions with respect to the Confidential Information.
  - 2.2. Notwithstanding any of the foregoing, the obligations of confidentiality set forth in subsections 2.1 above shall not extend to Confidential Information that: (i) is or becomes publicly known through no wrongful act of the Receiving Party; (ii) is, at the time of disclosure under this NDA, already known to the Receiving Party without restriction on disclosure as evidenced by the Receiving Party’s files; or (iii) is independently developed by the Receiving Party’s employees, who did not have any access to the Disclosing Party’s Confidential Information, without breach of this NDA, as evidenced by the Receiving Party’s files”; (iv) is disclosed by the Receiving Party to satisfy any legal demand by a

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competent court of law or any governmental body; provided that the Receiving Party will afford the Disclosing Party reasonable aid in seeking a protective order or other legal remedy to maintain the Confidential Information in confidence.

2.3. Any product/project concept presentations will be treated as a confidential item and has such the Receiving Party will not disclose to third parties without a prior signed NDA between the Disclosing party and the third party receiving the confidential item.

3. **Discontinuance of Disclosure.** Either party may decide to discontinue the disclosure of Confidential Information under this NDA, at will, with or without cause, by giving written notice to the other party, which will become immediately effective. Notwithstanding any such termination, all Confidential Information is and shall remain the property of the Disclosing Party. Upon such termination or upon request of the Disclosing Party or upon the Receiving Party's determination that it no longer has a need for such Confidential Information, the Receiving Party shall (i) return to the Disclosing Party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information referred to in Section 1 above; if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of the Receiving Party, that the Receiving Party has complied with all of the terms of this NDA, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information.
4. **No Additional Rights.** Nothing in this NDA shall be construed as granting to the Receiving Party any rights, by license or otherwise, in the Confidential Information (including, without limitation, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right), except to use the information as expressly set forth by this NDA. This NDA does not (i) obligate either party to disclose any of its information to the other and either party may, at any time cease to provide information to the other party without liability, and request in writing the return of information previously disclosed; (ii) obligate either party to purchase any goods or services, to offer for sale any goods or services, to negotiate, or to enter into any contract or relationship of any kind; (iii) constitute or imply the formation of a partnership, joint venture or agency relationship of any kind between the parties; (iv) preclude either party from entering into other agreements with third parties.
5. **No Warranty.** All Confidential Information is provided "AS IS" and without any express or implied representations or warranties regarding accuracy, operability, use or fitness for a particular purpose. Further, each party agrees to use any Confidential Information solely and exclusively at its own risk.
6. **Term.** The Receiving Party's obligation to protect the Confidential Information shall continue indefinitely or until a party give a written notification of Discontinuance.
7. **Jurisdiction.** This NDA shall be governed and construed solely in accordance with the laws of the State of [State], without giving effect to conflicts of law principles thereof, and only the courts in Florida shall have jurisdiction in any conflict or dispute arising out of this NDA.
8. **Breach.** Both parties agree that any violation of this NDA may cause immediate and irreparable harm to the Disclosing Party, and the Disclosing Party shall be entitled to seek injunctive relief in addition to all available legal remedies, as well as to be reimbursed for its litigation fees and expenses by the breaching party
9. **Assignment.** This NDA shall not be assignable by either party without the written consent of the other party, and any purported assignment not permitted hereunder shall be void.
10. **Severability.** In the event that any of the provisions of this NDA shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions

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shall be limited or eliminated to the minimum extent necessary so that this NDA shall otherwise remain in full force and effect. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. **Entire Agreement.** This NDA constitutes the entire agreement between the parties with respect to the Purpose hereof, and shall supersede all previous communications, representations, understandings and agreements, whether oral or written, between the parties or representative thereof.

12. **Any written notice, given by one party to the other by means of registered mail, will be regarded as served after 72 hours from its mailing.**

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this NDA as of the date first set forth above.

**[Disclosing Party Signiture]**

**[Receiving Party Signiture].**