

Right Hand Partners

NONDISCLOSURE & NONUSE OF _____, CONFIDENTIAL INFORMATION AGREEMENT

This agreement entered into as of _____, 2001 between Dawn McGuire, M.D., (the receiving party) and _____. The Parties recognize that there is a need for _____ to disclose to the receiving party certain Confidential Information. _____ is willing to disclose such confidential information, providing that it is used only for the Mutual Purpose and is protected from unauthorized use and disclosure.

In consideration of the disclosure of such Information the Parties agree as follows:

1. DEFINITION. This Agreement will apply to all confidential proprietary information of _____ (the "disclosing party") disclosed to the "receiving party" including but not limited to confidential information. The receiving party will not disclose any confidential information about the disclosing party. Any information received by the disclosing party from the receiving party will be considered public and not confidential. The receiving party agrees not to use, or assist others in using any Business Information for competitive trade purpose or to circumvent disclosing party in any transaction or contact with any person or entity without the prior written consent of the disclosing party.
2. NONDISCLOSURE AND NONUSE. The receiving party agrees to hold the Confidential Information received from the disclosing party in strict confidence and not to disclose the Confidential Information to any third parties or use it for any purpose other than the Mutual Purpose, without the prior written consent of the disclosing party. The receiving party may disclose the Confidential Information that it receives from the disclosing party to the receiving party's responsible employees and agents, but only to the extent necessary to carry out the Mutual Purpose. The receiving party agrees that all such employees and agents will be notified of this agreement, and be bound by an appropriate agreement with the receiving party not to disclose such Confidential Information to third parties, including other agents or consultants, or to use it for purpose other than the Mutual Purpose.
3. EXCEPTIONS. Confidential Information will not include any information that is already known to the receiving party at the time that it is disclosed to the receiving party, or which: (a) becomes publicly known through no wrongful act of the receiving party; (b) is rightfully received from a third party without restriction on disclosure and without breach of this Agreement; (c) is independently developed by the receiving party without breach of this Agreement; (d) is approved for release by written authorization of the disclosing party without a similar restriction on disclosure; (e) is disclosed pursuant to a requirement of a governmental regulatory agency or of law; or (f) is disclosed publicly by the disclosing party.
4. OWNERSHIP. The parties hereby acknowledge that all of the disclosed Confidential Information will be owned solely by the disclosing party, and that the unauthorized disclosure or use on the Confidential Information by the receiving party will cause irreparable harm and significant injury to the disclosing party that will be

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difficult to ascertain. Accordingly, the parties agree that the disclosing party has the right to obtain an immediate injunction enjoining any breach of this Agreement.

5. RETURN OF MATERIAL. Upon written request of the disclosing party; the receiving party will return to the disclosing party of computer program code, documentation and all other items representing the disclosing party's Confidential Information and all copies thereof in the receiving party's possession or control.
6. NO LICENSE OR SALE: NOT PROCUREMENT. The parties recognize and agree that nothing contained in this Agreement will be construed as granting any rights to each other, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any other information or materials furnished by one party to the other pursuant to this Agreement or otherwise. This Agreement does not effect a sale of any technology or products of the Company. If Confidant is a governmental instrumentality or regulatory agency, it is agreed that this is not procurement.
7. GOVERNING LAW: AMENDMENT: BINDING NATURE. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding the body of law known as conflict of laws, may not be amended by a writing signed by the parties or their successors and assigns, and will be binding upon and inure to the benefit of (as applicable) the successors, assigns, heirs, executors, and administrators or the parties.
8. TERM. The term of this Agreement will be 5 years from date of execution.
9. ATTORNEY'S FEES AND COSTS: In any action to enforce this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and costs in addition to any other recovery awarded.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

Name: Dawn McGuire

Name: _____

Company: _____
(Receiving Party)

Company: _____
(Disclosing Party)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____