



**NON-DISCLOSURE AND NON-USE AGREEMENT**

between

**LinkSPINE Inc.**  
5950 Symphony Woods Road  
Suite 620  
Columbia, MD 21044

- hereinafter: "Disclosing Party" -

and

**XXX**

- hereinafter: "Receiving Party" -

THIS NON-DISCLOSURE AND NON-USE AGREEMENT (this "Agreement") is made on **XXX** ("Effective Date") by and between Disclosing Party and Receiving Party.

The parties hereto agree as follows:

1. Purpose. The Receiving Party understands that the Disclosing Party has disclosed or may disclose to Receiving Party information concerning matters related to the Disclosing Party's business, including but not limited to its financial situation, its operative business and its product developments in the field of medical devices for spinal surgery including but not limited to computer assisted surgery, which information will include certain Confidential Information owned or in the possession of Disclosing Party, including but not limited to Disclosing Party's ideas, inventions, products and proposed businesses.

2. Definition. "Confidential Information" means any information relating to the Disclosing Party and its Affiliates, including but not limited to the business thereof (including, without limitation, names and expertise of employees and consultants, research, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, computer programs, algorithms, manufacturing capability or processes, products, relationships with other business or research organizations, business plans and other technical, business, financial, market, customer and product development plans, forecasts, strategies and information), to the extent previously, presently or subsequently disclosed to Receiving Party, whether communicated orally, in writing or otherwise. Confidential Information also includes any information that Disclosing Party has received from a third party which Disclosing Party is obligated to treat as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is at the time of disclosure in the possession of Receiving Party as shown by Receiving Party's files and records immediately prior to the time of disclosure; or (ii) is independently developed or discovered by the Receiving Party after the Effective Date without any reference to or reliance upon the Confidential Information of Disclosing Party as shown by Receiving Party's files and records; or (iii) after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of Receiving Party; or (iv) is approved by Disclosing Party in writing for release prior to such release. "Affiliate" shall mean any corporation, company, or other entity, which: (i) is Controlled by a party hereto; or (ii) Controls a party hereto; or (iii) is under common Control with a party hereto, for so long as such Control exists. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. Confidential Information so