

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 received hereunder by an Affiliate of Receiving Party shall be considered as Confidential Information received by Receiving Party and be subject to the terms and conditions of this Agreement.

3. Non-Use and Non-Disclosure of Confidential Information. All Confidential Information shall at all times remain the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information disclosed to it by Disclosing Party for its own use or for any purpose except to carry out the specific purposes designated by Disclosing Party in writing pursuant to its discussions with Receiving Party. Receiving Party will not disclose the Confidential Information of Disclosing Party to any other person or entity or to employees or consultants of Receiving Party and its Affiliates except for those employees or consultants who are required to have the information in order to carry out the purposes designated in writing by Disclosing Party. Receiving Party has had or will have all employees and consultants of Receiving Party and its Affiliates to whom Confidential Information is disclosed sign a Non-Disclosure and Non-Use Agreement in content substantially similar to and having non-disclosure and non-use obligations at least as strict as in this Agreement. Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Disclosing Party in order to prevent it from falling into the public domain or the possession of unauthorized persons, which measures shall consist of the degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature, but in no event less than a reasonable level of care. Receiving Party agrees to, immediately after its knowledge thereof, notify Disclosing Party in writing of any misuse or misappropriation of such Confidential Information of Disclosing Party, which may come to its attention.

4. Return of Materials. Any materials or documents which have been furnished by Disclosing Party to Receiving Party will be promptly destroyed or returned by Receiving Party, accompanied by all copies of such documentation, upon the earliest of (i) a request by Disclosing Party, (ii) termination of discussions between Disclosing Party and Receiving Party, or (iii) completion of the services provided by Receiving Party to Disclosing Party; provided, however, that Receiving Party may retain one complete copy of the written information and certain electronic copies of the same in its legal archives, pursuant to its records retention policies – which such copies shall remain subject to the terms and conditions regarding

confidentiality and non-use provided herein.

5. Patent or Copyright Infringement. Nothing in this Agreement is intended to grant Receiving Party any rights under any patent or copyright of Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purpose contemplated by this Agreement.

6. Term. The foregoing commitments in this Agreement shall survive for a period of five (5) years after the termination of discussions or any business relationship between the parties.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term thereof. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. Both parties agree that they will not disclose the subject matter or terms of this Agreement or the discussions between the parties without the prior written consent of the other party. This Agreement may be signed in counterpart and by facsimile.

8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to principles of conflicts of laws) and shall be binding on the parties hereto in the United States and worldwide. Receiving Party and Disclosing Party agree that any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in and for Washington County, State of Maryland, and each party agrees to submit to the personal and exclusive jurisdiction and venue of such courts. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

9. Remedies. Receiving Party agrees that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and its business, and expressly agrees that monetary damages will be inadequate to compensate Disclosing Party for any breach of any covenant or agreement set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to injunctive relief (without the need to post bond or other security) against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

10. Each party acknowledges that the Confidential Information may contain material, non-public information under securities laws and regulations regarding insider trading. Receiving Party agrees that, during the term of this Agreement and the survival term of any surviving provisions, and in its business relationship with Disclosing Party, it shall comply with all applicable laws and regulations, including, but not limited to, United States federal laws, rules and regulations governing the purchase and sale of securities while in possession of material, non-public information concerning Disclosing Party or any other entity to which the

Confidential Information pertains.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure and Non-Use Agreement as of the day and year first above written.

LINKSPINE

XXX

«Company»

By:

By:

Name: Dennis Farrell

Name:

Title: CEO and President

Title:

Date:

Date: