

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made and entered into by and between

**TomoVision** (hereinafter "Recipient")

and

\_\_\_\_\_ (hereinafter "Disclosing Party")

I acknowledge the following conditions under which data containing Confidential Information is supplied to me, the Recipient, by the Disclosing Party.

1. The data supplied will only be used for the development and testing of computer software.
2. The media on which the data are supplied will be stored securely, and returned intact to Disclosing Party once they are no longer needed for the work specified in paragraph 1 above.
3. Any copies of the data supplied by Disclosing Party will be destroyed once they are no longer required for the purposes specified in paragraph 1 above.
4. No attempt will be made to link the information supplied to any other data relating to identifiable individuals.
5. No contact will be made with any individuals who could be identified from the information supplied.
6. Recipient shall take all reasonable measures to protect and maintain the confidentiality of the data that Recipient received or may receive in the future from Disclosing Party. Recipient shall take at least the same level of measures in safeguarding the data that Recipient takes to protect its own confidential information of a similar nature.

I will take responsibility for ensuring that the conditions of this agreement are fully complied with. I will ensure that any others within the organisation are aware of the confidential nature of the data and the conditions attached to their use.

For the Recipient

For the Disclosing Party

Name: **Yves Martel**

Name: \_\_\_\_\_

Position: **President**

Position: \_\_\_\_\_

Organisation: **TomoVision**

Organisation: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_