

Boston Scientific

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, effective as of the date of your clicking to accept (“Effective Date”), is by and between BOSTON SCIENTIFIC CORPORATION, (for its benefit and that of its affiliates), a Delaware corporation whose principal address is 300 Boston Scientific Way, Marlborough, MA 01752 (“Discloser”) and you (“Recipient”) (each “Party” and both “Parties”).

RECITAL

Discloser desires to disclose certain Confidential Information, as defined herein, some or all of which Recipient desires to receive subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. As used in this agreement.

(a) “Confidential Information” means information disclosed by or on behalf of Discloser, including without limitation, technology, specifications, designs, drawings, processes, components, machines, manufacture, tools and fixtures, materials, composition of matter, know-how, computer programs, product designs, quality requirements, regulatory, market and business plans, and any idea, knowledge, or information developed by Recipient as a result of the disclosures made by Discloser under this Agreement. No information shall be regarded as Confidential Information which Recipient can show by competent proof:

- (i) is at the time of disclosure, or thereafter lawfully becomes, a part of the public domain without breach of this Agreement by Recipient;
- (ii) is lawfully in the possession of Recipient prior to disclosure by Discloser as shown by written records; or
- (iii) is lawfully disclosed to Recipient by a third party which did not acquire the information under an obligation of Confidentiality to Discloser.

2. Disclosure of Confidential Information. Discloser may disclose to Recipient any Confidential Information as Discloser in order to inform Recipient of products and services including new, non-market released, and any other information relating to Discloser’s products and services. Recipient’s disclosure of any information to Discloser will be with the understanding that the information disclosed is not confidential and that Discloser is not restricted in any way as to its use of that information. In the event that the Recipient suggests any improvements or changes to the products or services disclosed to Recipient, whether or not patentable, (hereinafter “Invention”) Recipient agrees to assign and hereby does assign to Discloser all intellectual property rights to such Invention. Recipient will treat all Inventions as Confidential Information.

3. Protection of Confidential Information. In consideration of each and every disclosure of Confidential Information by Discloser to Recipient, Recipient shall:

(a) treat as Confidential and preserve the Confidentiality of all Confidential Information disclosed to it;

(b) make no use of any Confidential Information disclosed to it except in connection with the Purpose without the prior written consent of Discloser;

(c) make no disclosures of any Confidential Information to any person not an officer or employee of Recipient without the prior written consent of Discloser; and

(d) not attempt to reverse engineer, disassemble, or attempt to determine the physical construction or chemical composition of any devices or materials if provided under this Agreement without written authorization from Discloser.

4. Term and Termination. This Agreement will be effective from the Effective Date until terminated by a Party by written notice to the other Party. Either Party may terminate this Agreement at any time on written notice to the other Party. The obligations of Recipient under this Agreement regarding Confidential Information disclosed to Recipient or any of its officers or employees will expire sixty (60) months after the date of each disclosure. If terminated, the date of termination will be five (5) business days after the date of the notice of termination. All obligations which are by their nature continuing shall survive termination of this Agreement.

5. No Obligation, No License. Entering into this Agreement creates no obligation by either Party to enter into any future agreement. Nothing in this Agreement obligates Discloser to disclose anything to Recipient. No right or license under any patent, patent application or know-how is granted to Recipient or any other person by this Agreement or by any disclosure of Confidential Information hereunder, except for the right of Recipient to use solely for the Purpose any Confidential Information disclosed to it.

6. Choice of Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts, USA, without regard for the conflicts of law provisions.

7. Amendment. No amendment to this Agreement will be valid unless made in writing and signed by a duly authorized representative of each Party.

8. Assignment. Recipient may not assign this Agreement, or the rights and obligations herein, including through a merger or stock sale, without the prior written approval of Discloser.