

1. This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into by Mayo Clinic, ("MAYO"), with offices at 200 First Street Southwest, Rochester, Minnesota 55905 and the undersigned individual ("RECIPIENT") listed below.
2. MAYO and any entities which are controlled by MAYO or by subsidiaries of MAYO ("MAYO Affiliates") possess certain confidential and proprietary information that includes, but is not limited to, information relating in any way to MAYO's or MAYO Affiliate's patients, medical research, personnel, business operations, financial matters, software, hardware, technology and processes in any form ("MAYO INFORMATION").
3. MAYO intends to prevent unauthorized disclosure, intentionally or unintentionally, of any MAYO INFORMATION.

Therefore, the parties below, and their respective organizations further agree to the following:

- A. All MAYO INFORMATION to which RECIPIENT and RECIPIENT'S organization set forth below ("RECIPIENT'S ORGANIZATION") gains access is confidential unless clearly designated otherwise in writing. RECIPIENT AND RECIPIENT'S ORGANIZATION shall not: (1) use any MAYO INFORMATION to produce any products, (2) use any MAYO INFORMATION to provide any services except to MAYO, nor (3) disclose any MAYO INFORMATION to third parties.
- B. RECIPIENT agrees to exercise the same standard of care in protecting MAYO INFORMATION as would be used in protecting RECIPIENT ORGANIZATION'S proprietary or confidential information, but in no event less than a reasonable degree of care. The RECIPIENT'S obligation to protect the confidentiality of MAYO INFORMATION is indefinite and extends beyond the term of this Agreement. In the event of any unauthorized disclosure or use of MAYO INFORMATION, RECIPIENT agrees to immediately notify MAYO and to assist in preventing further unauthorized disclosures or use.
- C. MAYO INFORMATION will be excluded from this Agreement if, on the date below or later, (1) such information becomes publicly available without breach of this Agreement, (2) such information is rightfully obtained by the RECIPIENT from third parties who are not restricted from disclosure through any obligation or confidentiality to MAYO or, (3) such information is developed by RECIPIENT independent of MAYO INFORMATION and written documentation exists to demonstrate RECIPIENT'S development. In no event shall patient identifying information be taken off MAYO's premises by RECIPIENT without MAYO's express, prior written consent.
- D. RECIPIENT acknowledges that the provisions of this Agreement relating to MAYO INFORMATION are special, unique, and extraordinary in character and that MAYO would be irreparably harmed by violation of the Agreement. RECIPIENT agrees that damages cannot adequately compensate MAYO in the event of a violation of this Agreement and that injunctive relief would be essential for the protection of MAYO, its successors and assigns. RECIPIENT, therefore, agrees and consents that in the case of any such breach or violation, MAYO may have such injunctive relief, without bond, but with due notice, in addition to such further or other relief as may be available at equity or law. If MAYO INFORMATION is disclosed to a third party despite the best efforts of RECIPIENT, RECIPIENT will provide all reasonable assistance to MAYO in pursuing available remedies.
- E. The waiver by MAYO of a breach of any provision of this Agreement by RECIPIENT shall not operate as a waiver of any subsequent breach by RECIPIENT.
- F. RECIPIENT agrees not to use MAYO's or any MAYO Affiliate's name, trade names, trademarks, service-marks, or logo, nor the name of any employee of MAYO or MAYO Affiliate, in any public or trade advertising or promotional literature without MAYO's express, prior written consent. RECIPIENT acknowledges that the words MAYO and MAYO CLINIC are registered marks of MAYO.
- G. It is understood by RECIPIENT that portions of MAYO INFORMATION may relate to products that are under development or placed for development. MAYO MAKES NO WARRANTIES REGARDING THE ACCURACY OF MAYO INFORMATION. MAYO accepts no responsibility for any expenses, losses, or action incurred or undertaken by RECIPIENT as a result of the receipt of MAYO INFORMATION. IT IS FURTHER UNDERSTOOD BY RECIPIENT THAT MAYO DOES NOT WARRANT OR REPRESENT THAT IT WILL INTRODUCE ANY PRODUCT TO WHICH MAYO INFORMATION DISCLOSED HEREIN IS RELATED. All MAYO INFORMATION is and shall remain the sole and exclusive property of MAYO and MAYO Affiliates.
- H. This Agreement shall be deemed to express, embody, and supersede all previous understandings, agreements, and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto.
- I. This Agreement shall be governed by the laws of the State of Minnesota, however, no Minnesota conflicts-of-laws or choice-of-laws provisions apply to this Agreement, and to the extent that the substantive and procedural law of the United States would apply to this Agreement it supersedes the application of Minnesota law. Both parties hereby consent to the exclusive jurisdiction of the State of Minnesota, and to the exclusive venue of Ramsey, Hennepin or Olmsted County, Minnesota.

Recipient

Signature
Printed Name
Recipient Organization
Date (Month DD, YYYY)

Mayo Clinic

Signature
Printed Name
Title
Date (Month DD, YYYY)