

CONFIDENTIALITY AGREEMENT

This Agreement, having an effective date of Wednesday, May 18, 2016 is by and between Covidien LP, a Delaware limited partnership and subsidiary of Medtronic plc, on behalf of itself and its worldwide affiliates, having a place of business at 15 Hampshire Street, Mansfield, MA, 02048, United States of America (collectively, "Medtronic"); and the individual or entity whose name and address appear in the signature block at the end of this Agreement (the "Recipient").

Medtronic intends to engage Recipient in discussions regarding Medtronic's business or a potential business relationship or the potential performance by Recipient of services and/or the supply of goods. In connection therewith, it may become necessary for Covidien to disclose to Recipient certain highly valuable and confidential business and technical information including but not limited to information, know-how, trade secrets, and inventions, which may include product and design specifications, samples, prototypes, formulations, materials, performance characteristics, data, manufacturing methods, processes, equipment, and business and marketing information, whether disclosed verbally, visually, electronically, or in writing (hereinafter referred to as "Information"). As a condition to Medtronic's disclosure of Information to Recipient, Recipient agrees to treat such Information in accordance with this Agreement.

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated. Either party may terminate this Agreement at any time by providing written notice of termination to the other Party.

Recipient shall retain in confidence all of the Information until five (5) years from the date that the Information is disclosed to Recipient, except any trade secrets shall be maintained indefinitely in confidence by Recipient until such information is made public through no action of Recipient. Recipient shall not disclose any portion of the Information to any third party, except that Recipient may disclose the Information in confidence to Recipient's employees and then only to those employees who require access to the Information in connection with Recipient's business relationship with Medtronic, and then only to such employees who have been advised of this Agreement and have agreed to maintain the confidentiality provisions hereunder.

Recipient shall not, during the period that it has the above-mentioned obligation of confidence, analyze the Information, including samples, for composition or method of production, or use any of the Information for any purpose other than in connection with the procurement of goods or services from Medtronic. Recipient shall take all reasonable precautions to safeguard the confidentiality of the Information, but in no event shall Recipient treat the Information with less than the same degree of care that Recipient treats its own Information having a similar degree of sensitivity.

Neither party intends to engage in any discussions that will lead to the conception or development of any inventions. However, in the event that Recipient (either individually or jointly with Medtronic) conceives or develops any inventions, designs, drawings, abstracts, literary works, compilations, or other written material, and audiovisual works that arise from the Information that Recipient received from Medtronic (collectively, the "Agreement Inventions"), Recipient agrees that such Agreement Inventions shall belong exclusively to Medtronic and hereby assigns such Agreement Inventions to Medtronic. Recipient further agrees to assist and cooperate in whatever reasonable manner in obtaining protection for and enforcing such Agreement Inventions.

Recipient shall not have any obligation of confidence or non-use in respect of:

- 1) Information which was known to Recipient prior to any disclosure thereof by Medtronic;

- 2) Information which is now in the public domain, or which in the future enters the public domain through no fault of Recipient (in which event Recipient's obligation of strict confidence in respect thereto shall terminate on the date of entry of the Information into the public domain);
- 3) Information which is disclosed to Recipient at any time by a third party having the right to make such disclosure to Recipient, and without any obligation of confidence on the part of Recipient to the third party in respect of said disclosure;
- 4) Information which is released from its confidential status by the prior written consent of Medtronic; and
- 5) Information which is independently developed by employees of Recipient who did not receive or have access to any Information as is clearly provable by competent evidence in Recipient's possession.

Specific Information shall not be deemed to come under the foregoing exceptions merely because it is embraced by more general information which is or may become public knowledge.

In the event Recipient is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), to disclose any Information, then Recipient shall promptly notify Medtronic in writing of such request or requirement so that Medtronic may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, and Recipient agrees to reasonably assist Medtronic in obtaining such protection. In the event that such protective order or other remedy is not obtained, or that Medtronic waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Information that it is advised by legal counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Information.

Recipient shall, promptly after it has completed its evaluation of the Information, or promptly after request by Medtronic, return all tangible Information in its possession and at its expense to Medtronic. Legal counsel for Recipient may retain one (1) copy of such Information for archival purposes.

By receipt of Medtronic's Information, Recipient acknowledges that Medtronic is presumed to be the inventor of such Information and Recipient agrees not to file for patent protection on any applications which include Medtronic's Information without express written approval from Medtronic. No obligation of any kind is assumed by Medtronic concerning information disclosed by Recipient.

Nothing in this Agreement shall constitute a waiver of any patent or other rights which Medtronic may have in its Information, nor shall it constitute the grant of any license or any right under any patent by Medtronic to Recipient.

Recipient acknowledges and agrees that Medtronic would not have an adequate remedy at law and would be irreparably harmed in the event that any provision of this Agreement were not performed in accordance with their terms or were otherwise breached. It is accordingly agreed that Medtronic shall be entitled to equitable relief, including injunctions and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies at law or in equity.

This Agreement shall be interpreted and construed according to the laws of the Commonwealth of Massachusetts without regard to the choice of law provisions thereof.

SIGNATURE PAGE FOLLOWS

If the terms of this Confidentiality Agreement are acceptable, please execute this Agreement in the space provided below.

RECIPIENT

Company Name

Address

By: _____

Name: _____

Title: _____

Date: _____