

NONDISCLOSURE AGREEMENT

Effective Date: \_\_\_\_\_, 2005.

In order to protect certain Confidential Information, Welch Allyn, Inc. ("WA") and the "Participant(s)" identified below, agree that:

1. Disclosing Party(ies): The parties disclosing Confidential Information are : \_\_\_\_\_ This Agreement shall cover Confidential Information disclosed by an affiliate of a party, and a party receiving Confidential Information may disclose the Confidential Information to its affiliates. Each party warrants that its affiliates will conform to the terms and conditions of this Agreement.

An affiliate is an entity that controls, is controlled by, or under common control with a party, where control means ownership of more than 50% of the voting equity of the relevant entity.

2. Representatives: Each party's representative for coordinating disclosure or receipt of Confidential Information is:

WA: \_\_\_\_\_  
Participant: \_\_\_\_\_

3. Description of Confidential Information: The fact that the parties have entered into this Agreement, or that there is any relationship between the parties, is Confidential Information. In addition, the Confidential Information disclosed under this Agreement is described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. Use of Confidential Information: The party receiving Confidential Information ("Recipient") shall not disclose or make use of the Confidential Information in any way, except for the following purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

5. Confidentiality Period: Recipient's duty to protect Confidential Information expires three (3) years after the Expiration Date for this Agreement specified in section 6.

6. Disclosure Period: This Agreement pertains to Confidential Information described in Paragraph 3 that is disclosed between the Effective Date and the Expiration Date which shall occur one (1) year after the Effective Date.

7. Standard of Care: Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information as Recipient uses to protect its own Confidential Information of a like nature. Recipient shall not reproduce, provide, or otherwise make available any Confidential Information to any person other than those of its employees who have a need to know consistent with Recipient's authorized use of such information. Recipient agrees that it will take appropriate action by instruction or agreement with its employees and other persons permitted access to Confidential Information to satisfy its obligations with respect to the use, copying, security, and protection of the Confidential Information. Upon written request, the Recipient shall return all tangible Confidential Information to the Discloser within 10 days after receipt of the request, and provide a written certification that no Confidential Information has been retained.

8. Marking: Recipient's obligations shall only extend to Confidential Information described in Paragraph 3, that is: (a) marked as confidential at the time of disclosure; or, (b) unmarked (e.g., orally disclosed) but identified as confidential at the time of disclosure, and is confirmed as Confidential Information in a writing sent to Recipient's representative within thirty days of disclosure.

9. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) was rightfully in Recipient's possession before receipt from Discloser; (b) is or becomes public knowledge through no fault of Recipient or Recipient's employees; (c) is rightfully received by Recipient from a third party without restriction and without knowledge of any obligation of confidentiality between the third party and Discloser; (d) is independently developed by Recipient without reliance on the Confidential Information (by personnel to whom the Confidential Information was not disclosed); (e) is disclosed under operation of law; or (f) is disclosed by Recipient with Discloser's prior written approval.

10. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in Paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees.

**Miscellaneous.**

12. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

13. Both parties shall adhere to all applicable laws, regulations, and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

14. The parties are independent contractors.

15. If this document is transmitted by facsimile, the facsimile version of this, as received, shall constitute the original, and shall be binding on the parties as if it were manually signed. The parties agree that they may treat and rely upon any facsimile version hereof as the signed original.

16. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.

17. This Agreement is made under, and shall be construed according to, the substantive laws of the State of New York.

UNDERSTOOD AND AGREED:

WELCH ALLYN, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARTICIPANT:  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_