

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made on _____ by and between Innolume and Artemis Biomedical Technologies ("the Company").

1. **Purpose.** The Company and Innolume wish to consider the establishment and continuation of a business relationship under which each may disclose its Confidential Information to the other.
2. **Definition.** "Confidential Information" means any information, including, but not limited to, that which relates to confidential information, technical information, specifications, ideas, inventions, developments, pricing, business plans, business documents, financial information, customer information, products, services, markets, software, hardware, engineering, marketing, or business prospects, which Confidential Information is designated in writing to be confidential or proprietary, or, if given orally is identified by the speaker as being confidential or proprietary. Confidential Information does not include information, technical data or know-how that (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records or other competent evidence immediately prior to the time of disclosure; or (ii) prior to or after the time of disclosure became part of the public knowledge or literature, not as a result of any inaction or action of the receiving party in violation of such party's obligations under this Agreement, (iii) is approved for release by the disclosing party, or (iv) is at any time disclosed to the receiving party by a third party or parties without, to the knowledge of the receiving party, violation of any obligation of confidentiality.
3. **Non-Disclosure of Confidential Information.** The Company and Innolume agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of the business relationship between the two. Specifically, and not by way of limitation, neither party will use the Confidential Information disclosed to it for or to its own business advantage except in the furtherance of the business relationship between the parties hereto. Neither party will disclose the Confidential Information of the other to third parties or to the first party's employees except employees who are required to have the information in order to carry out the contemplated business. Each party has had or will have employees and agents to whom Confidential Information of the other party is disclosed sign an agreement containing obligations of confidentiality similar to those contained in this Agreement. Each party agrees that it will take reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each party agrees to notify the other party in writing of any misuse or misappropriation of the Confidential Information of such other party, which may come to the first party's attention.
4. **Term.** The foregoing commitments in this Agreement shall terminate five (5) years following the date of this Agreement.
5. **No Publicity.** The Company and Innolume each hereby agrees not to publicize and to treat as confidential, the fact and nature of the business relationship between the parties without the express written consent of the other party, which consent will not be unreasonably withheld, except as required by law or to third parties who agree in writing not to disclose such information to others.
6. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, USA.
8. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreement, written or oral.
9. **No Relationship.** Nothing in this Agreement creates or implies any agency or other business relationship between the parties. Neither party hereto has any obligation to the other party, as a consequence of anything contained in this Agreement, to enter into any business relationship or agreement of any sort or description.

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10. **Return of Materials.** Any materials or documents, which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such materials or documents after the business has been rejected or concluded.
11. **Patent or Copyright Infringement.** Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property or trade secret information of either party, nor shall this Agreement grant either party any right in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the proposed business relationship between the parties.
12. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees to and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The parties hereto agree and stipulate that this Agreement shall be deemed to have been entered into in the Commonwealth of Virginia and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with this Agreement shall be litigated in any state or federal court having situs within the Commonwealth of Virginia, and that said court shall have jurisdiction thereof. The parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue.
13. **No Obligation to Disclose.** Nothing herein shall be construed as obligating or be deemed to obligate either party to disclose any particular Confidential Information to the other.
14. **Waivers.** Except as expressly set forth in this Agreement, the failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or any other provision (whether or not similar), or a waiver of any right under this Agreement.
15. **Severability.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining Provisions of this Agreement shall be unimpaired, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the date first above-written.

Artemis Biomedical Technologies, Inc.

By: _____

By: _____

Name: _____

Name: Keith R. Keeling

Title: CEO