

NON DISCLOSURE AGREEMENT

This Agreement is effective on the date of last signature ("Effective Date") by _____ ("RECIPIENT"), having a work address at _____, and TheraNova, LLC, having an address at 588 Teresita Blvd, San Francisco, CA 94127 ("THERANOVA") and any of its subsidiaries and spin-outs, including BAROnova, NovaShunt, VeloMedix, EMKinetics, Novalert and NovaVac.

This agreement shall govern the conditions of disclosure by THERANOVA to RECIPIENT of certain confidential information ("DATA") relating to THERANOVA business, therapy, and technology, and which the RECIPIENT has agreed to review. "DATA" means any information, technical data or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, circuits, algorithms, software, developments, both patentable and non-patentable inventions, processes, designs, drawings, engineering, markets, business plans, marketing or finances of or relating to THERANOVA, whether communicated orally or in writing, pertaining to a novel technologies related to breast implants and/or implant monitoring. All DATA disclosed in writing shall be marked with a "CONFIDENTIAL" legend. With regard to DATA, RECIPIENT hereby agrees:

1. not to use DATA except for the sole purpose of evaluating its technical merit and commercial value.
2. to safeguard DATA against disclosure to others by exercising a reasonable degree of care, and not to disclose DATA to others (without the express written permission of THERANOVA), except that the RECIPIENT may disclose or use the DATA
 - (a) which RECIPIENT can demonstrate by written records were previously known to them;
 - (b) which are now, or become in the future, public knowledge other than through acts or omissions of RECIPIENT;
 - (c) which are lawfully obtained by RECIPIENT from sources independent of THERANOVA;
 - (d) which RECIPIENT can demonstrate were independently developed by RECIPIENT or their employees having no knowledge of the DATA; or
 - (e) which is required by law or the action of a court of competent jurisdiction to be disclosed.
3. It is further agreed that the furnishing of DATA to RECIPIENT shall not constitute any grant or license to RECIPIENT under any legal rights now or hereinafter held by THERANOVA
4. The parties agree that this Agreement may be executed by facsimile and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
5. Either party may terminate this Agreement upon thirty (30) days notice to the other party provided, however, that the secrecy and non use obligations of RECIPIENT under the terms of this Agreement shall remain in effect for five (5) years from the EFFECTIVE Date.

This Agreement will be governed and construed in accordance with the laws of California.

RECIPIENT:

THERANOVA:

By: _____
(Signature)

By: _____
(Signature)

Name:

Name: Daniel R. Burnett

Title:

Title: Managing Partner

Date: _____

Date: _____