

Proprietary Information Agreement

NON DISCLOSURE OF DOCUMENTATION and RECEIPT OF PROPRIETARY DOCUMENTS AGREEMENT

This Agreement entered into as of this 11th day of February, 2020, by and between County of San Bernardino on behalf of Arrowhead Regional Medical Center (hereinafter "ARMC") and Hyperbaric Consulting LLC, Holiday, FL a corporation organized and existing under the laws of The State of Florida (hereinafter called "HC").

WITNESSETH

Whereas "ARMC" and "HC" are desirous of exchanging proprietary information relating to use of Hyperbaric Policies and Procedures. "HC" is selling Hyperbaric Policies and Procedures to "ARMC" for the exclusive use at ARMC. Said Policies and Procedures are providing technical know-how, business and process Information, and are intended for the use of the hyperbaric clinic at ARMC and are not to be transferred, shared, distributed, or re-sold by ARMC to any corporate entity or other clinical entity.

Whereas, the parties desire to provide an understanding between the parties relative to the proprietary information which is being provided and agree not to distribute or resell or otherwise exchange the proprietary documents. Such Hyperbaric Policies and Procedures shall be treated as proprietary information and will be protected from unauthorized use and disclosure.

In consideration of the foregoing and of the mutual promises contained herein, it is agreed as follows:

1. With respect to proprietary information so identified, that "ARMC" will:
 - (a) Utilize Hyperbaric Policies and Procedures as needed at ARMC;
 - (b) ARMC will use proprietary documents only for intended use in the hyperbaric department only;
 - (c) Not otherwise use or disclose to any entity;
 - (d) Not share proprietary documents in any written form, or communicate or describe the proprietary documents with the intent to transfer the proprietary information in whole or in part.
2. Information shall not be afforded the protection of this Agreement from and after the first to occur of the following:
 - (a) When it becomes publicly available other than through the fault or negligence of the receiving party,
 - (b) When it is released without restriction by the furnishing party to anyone, including other parties in the in the United States.
3. Should the receiving party be faced with legal action or a requirement under Government regulations to disclose proprietary information received hereunder, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures of information received hereunder pursuant to judicial action or Government regulations or for inadvertent disclosure thereof where the customary degree of care has been exercised, provided that upon discovery of such inadvertent disclosure it shall have

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endeavored to correct the effects thereof and to prevent any further inadvertent disclosure.

- 4. In no event shall either party be liable for consequential, incidental or special (including multiple or punitive) damages arising out of this Agreement.
- 5. All proprietary information furnished hereunder shall remain the property of the furnishing party.
- 6. Except as provided in Paragraph 1 above, no license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party or the other party with respect to infringement of patent or any other proprietary right of others. The furnishing party shall not be liable for damages arising from the receiving party's use of or reliance on information disclosed hereunder.
- 7. "ARMC" and "HC" understand that "HC" may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of proprietary information by "ARMC".
- 8. This is the entire Agreement between the parties. It supersedes any prior or contemporaneous written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives.

HYPERBARIC CONSULTING LLC

COUNTY OF SAN BERNARDINO ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: Mario Caruso

By: Curt Hagman

Title: President & CEO

Title: Chairman, Board of Supervisors

Date: January 21, 2020

Date: _____