

13 ADDENDUM 7 NON-DISCLOSURE AGREEMENT This non-disclosure agreement (the "AGREEMENT") is entered into this 16TH DAY OF MARCH, 1999 by ACUMED, INC. (the "DISCLOSING PARTY") and MEDEX SURGICAL, its PRINCIPALS, MANAGEMENT and STAFF (the "RECEIVING PARTY") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below) of the Disclosing Party which may be disclosed to the Receiving Party for the purpose of pursuing the establishment of a business relationship or negotiating any contract or agreement between the Disclosing Party and the Receiving Party. For purposes of the agreement, Confidential Information shall mean any and all information relating to Acumed Products and Pricing. In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows: 1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing party. 2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing party, any of the Confidential Information. 3. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on the behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making use, publishing or otherwise disclosing to others or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. 4. The Receiving Party shall take actions necessary to protect the confidentiality of the Confidential Information except for its disclosure pursuant to paragraph 3 above, and hereby indemnifies the Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement. 5. This agreement shall continue in full force and effect indefinitely, except that the Receiving Party's obligations hereunder shall not extend to any of the Confidential Information which the Receiving Party can demonstrate was in the public domain on the date of this Agreement. 6. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, such right of the Disclosing Party to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. 7. The Receiving Party shall return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information immediately upon written request of the Disclosing Party. 14 8. This Agreement and the Receiving Party's obligations hereunder shall be binding upon the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party. 9. The Agreement shall be governed by and construed in accordance with internal laws of the State of Oregon. 10. If any action at law or inequity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees. 11. The Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties hereto. ----- IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date set forth above. Disclosing Party: Receiving Party: Acumed, Inc. Medex Surgical ----- By: Randall Huebner By: Bob Kraus Ed Kraus ----- /s/ Randall Huebner /s/ Bob Kraus /s/ Ed Kraus ----- Signature Signature Its: President Its: Co-Presidents ----- Title Title Date: 3-17-99 Date: 3/15/99 -----