

NONDISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into by and between 3B Medical, Inc., a Florida corporation ("3B"), and _____ ("PARTY"), a _____ [state and type of company (Corporation/LLC) or "an individual residing at _____"]. This Agreement shall be effective upon being signed by PARTY.

3B may disclose sensitive, confidential, or otherwise information to PARTY. Therefore, in consideration of such disclosure and other good and valuable consideration the parties agree as follows:

PARTY shall hold all Confidential Information in trust and confidence, shall restrict circulation of the Confidential Information within its own organization on a need-to-know basis, and, without the specific written consent of an officer of LSG, shall not use Confidential Information except for purposes as authorized by 3B in writing and shall not disclose the Confidential Information to any third party. "Confidential Information" means all previously, presently, or subsequently disclosed financial, business, legal and technical information of 3B or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. PARTY shall be released from the obligations of confidentiality, non-use, and non-disclosure to the extent that Confidential Information (a) is or becomes, through no act or fault of PARTY, generally available to the public; (b) is known to PARTY prior to the initial disclosure by 3B as shown by written and dated documentation of PARTY; or (c) is rightfully received by PARTY without restriction from a third party.

These restrictions will not prevent either party from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement, and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.

Nothing in this Agreement shall be construed to require either 3B or PARTY to enter into any business arrangement or agreement.

PARTY shall return to 3B, upon request, all tangible items and written documents which include Confidential Information.

PARTY agrees that all Confidential Information disclosed to PARTY by 3B prior to the date of this Agreement has been and shall continue to be held in confidence in accordance with the terms and conditions hereof.

This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

3B Medical, Inc.

PARTY

By _____

By _____

Title _____

Title _____

Signature _____

Signature _____

Dated: _____

Dated: _____