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Nondisclosure & Advisory Board Member Agreement

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NONDISCLOSURE AND ADVISORY BOARD MEMBER AGREEMENT

ICARE ACADEMIC LIMITED LIABILITY COMPANY

THIS NONDISCLOSURE AND ADVISORY BOARD MEMBER AGREEMENT (the "**Agreement**") is made as of the date below (the "**Effective Date**") by and between ICARE ACADEMIC, LLC., a Tennessee Limited Liability Company ("**Company**"), and the party listed as Advisor on the signature page ("**Advisor**" and together with the Company, a "**Party**"). The Company and the Advisor are entering into this Agreement in connection with Advisor's capacity as Member of the Advisory Board of iCare Academic, LLC.

1. Role of Advisory Board Member.

Advisor understands that his or her advice shall not be binding on the Company Board of Directors and shall constitute advice only. The Board of Directors shall retain absolute control in the business decisions of the Company.

2. Definition of Confidential Information. "**Confidential Information**" means any information concerning the Parties' relationship including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement between Company and Advisor and the discussions, negotiations and proposals related to that agreement; and (f) information which would, due to the nature of information disclosed or the circumstances surrounding disclosure, appear to a reasonable person to be confidential or proprietary.

3. Nondisclosure of Confidential Information.

3.1 General Restrictions and Permitted Use. Advisor agrees not to use any Confidential Information disclosed to it by the Company for his or her own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the relationship between the Parties (the "**Relationship**"). Advisor shall not disclose or permit disclosure of any Confidential Information of the

other Party to any third parties. Advisor agrees that he or she shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Advisor utilizes to protect his or her own Confidential Information, which shall be no less than reasonable care. Advisor agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to the Advisor's attention.

3.2 Exceptions. Notwithstanding the above, Advisor shall have no liability to the Company with regard to any Confidential Information which the Advisor can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Advisor or any party to whom the Company has disclosed such Confidential Information; (ii) was known to the Advisor, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure (iii) is rightfully communicated to the Advisor by persons not bound by confidentiality obligations with respect thereto; or was generated by the Advisor independently of and prior to its receipt of Confidential Information from the Company. In addition, the Advisor may disclose Confidential Information of the Company only to the extent that such information is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body with proper jurisdiction; provided, however, that the Advisor shall provide prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise prevent or restrict such disclosure through legal means.

4. No Duplication; Return of Materials. Advisor agrees, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of the Company's Confidential

Information. Any Confidential Information that has been furnished by the Company to the Advisor in connection with the Relationship shall be promptly returned by the Advisor, accompanied by all copies thereof, within ten (10) calendar days after (i) the Relationship has been terminated or (ii) the written request of the Company.

5. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Advisor any rights in or to the Company's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of the Relationship. Nothing in this Agreement requires the disclosure of any Confidential Information by the Company, and the Company has the right to determine, in its sole discretion, which of its Confidential Information, if any, to disclose to the Advisor. Nothing herein shall be construed to require either Party to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

6. **Term.** The foregoing commitments of the Parties shall, to the maximum extent permitted by applicable law, survive perpetually.

7. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. **Severability.** If any provision of this Agreement is unenforceable or invalid, then (i) such provision shall be adjusted to the minimum extent necessary to cure such invalidity or unenforceability; and (ii) the balance of this Agreement shall be enforceable in accordance with its terms.

9. **Independent Advisors.** Company and Advisor are independent contractors, and nothing contained in this Agreement shall be

construed to constitute Company and Advisor as co-Members, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. In no event shall any provision of this Agreement be construed to create an agency of any kind or to any extent, and at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10. **Governing Law; Venue.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Tennessee, without giving effect to principles of conflicts of law.

11. **Remedies.** Each Party agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and the Company's business. The Company and Advisor expressly agree that, due to the unique nature of the Company's Confidential Information, any breach by the Advisor of its covenants or obligations set forth in this Agreement may cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Advisor, without the necessity of proving actual damages.

12. **Amendment and Waiver.** This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. **Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such

Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with respect to the covenants set forth in this Agreement. Any and all other written or oral agreements existing between the Parties hereto regarding such covenants and/or subject matter are expressly canceled.

The Parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

COMPANY:

ICARE ACADEMIC, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address:

2450 E.J. Chapman Drive, Knoxville, TN 37996

ADVISOR:

PRINT NAME:

By: _____

Name: _____

Title: _____

Date: _____

Address:

Phone (____) _____

Fax (____) _____

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THE UNIVERSITY OF TENNESSEE TECHNOLOGY DISCLOSURE FORM

For office use only

1. TITLE OF THE TECHNOLOGY.

2. DESCRIBE THE TECHNOLOGY BRIEFLY. (If possible, attach a manuscript, a drawing, an abstract, or any other materials that would assist in the understanding of the technology.)

3. SUGGESTED "KEYWORDS" (3-5 total):

4. CONTRIBUTORS/POSSIBLE INVENTORS. (The individual who is named in section A.1. below is designated as the primary contact for additional information and for all correspondence. Please attach additional contacts if needed.)

A. Contributors whose *primary* affiliation was The University of Tennessee (attach others as necessary)

(1) Name Dr.
 Title Dept.
 Work address email
 Work phone Fax

(2) Name Dr.
 Title Dept.
 Work address email
 Work phone Fax

(3) Name Dr.
 Title Dept.
 Work address email
 Work phone Fax

B. Contributors whose primary affiliation was *other than* The University of Tennessee (attach others as necessary)

(1) Name Dr. Employer
 Title email
 Work address
 Work phone Fax

(2) Name Dr. Employer
 Title email
 Work address
 Work phone Fax