

## Confidentiality Agreement

This Agreement ("**Agreement**") is entered into as of March 6, 2013 ("**Effective Date**") by and between representatives of KnowIT AB and ICT Health FZ LLC, a Dubai Free Zone company with its office at 9-1R, Al Razi Medical Complex, Building No. 64, PO Box 9076, Dubai, UAE (collectively, the "**Parties**"). The Parties wish to protect and preserve the confidential and/or proprietary nature of certain information and materials that may be disclosed or made available in connection with certain discussions, negotiations or dealings between the Parties relating to a potential business relationship (the "**Purpose**"). Both Parties now believe there is a need to exchange certain information that is proprietary to the respective Parties ("**Proprietary Information**"). For purposes of this Agreement, either Party who discloses its Proprietary Information to the other Party shall be referred to as the "**Discloser**" and either Party who receives such Proprietary Information from the Discloser shall be referred to as the "**Recipient**." In consideration of the foregoing and the rights and obligations set forth herein, both Parties hereby agree as follows:

### 1. Proprietary Information.

"**Proprietary Information**" means any and all information and material disclosed by Discloser to Recipient or obtained by Recipient through inspection or observation of Discloser's property or facilities (whether in writing, or in oral, graphic, electronic or any other form) that is marked or described as, identified in writing as, or provided under circumstances indicating it is, confidential or proprietary. Proprietary Information includes, without limitation, any trade secret, know-how, idea, invention, process or technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data plan, strategy and forecast of Discloser.

### 2. Non-Disclosure and Limited Use.

Recipient shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party. Recipient shall disclose the Proprietary Information only to its employees, consultants and agents who need to know such information and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Proprietary Information for the benefit of itself or any third party or for any purpose other than the Purpose. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Proprietary Information. Recipient shall not make any copies of the Proprietary Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing in advance by the Discloser. Recipient shall not decompile, disassemble or otherwise reverse engineer any Proprietary Information or any portion thereof or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Proprietary Information or any portion thereof. If the Parties mutually agree to enter into or continue a business or other relationship and do not enter into a new confidentiality agreement, the terms and conditions set forth herein shall also apply to any Proprietary Information related to, or activities undertaken in connection with, carrying out such business or other relationship, unless it is otherwise agreed by the Parties in writing. Except as required by law or as reasonably required to assert its rights

hereunder, Recipient shall not disclose the existence or substance of the discussions between the Parties or any terms of this Agreement or any related agreements without the prior written consent of Discloser. The obligations of this Section 2 with respect to any item of Proprietary Information or with respect to any discussions or agreements between the Parties shall survive and continue for two (2) years from the date of Recipient's receipt of Proprietary Information.

### 3. Scope.

The obligations of this Agreement, including the restrictions on disclosure and use, shall not apply with respect to any Proprietary Information to the extent that such Proprietary Information: (a) is or becomes publicly known through no act or omission of Recipient; (b) was rightfully known by Recipient before receipt from Discloser, as evidenced by Recipient's contemporaneous written records; or (c) is independently developed by Recipient without the use of or reference to any Proprietary Information, as evidenced by Recipient's contemporaneous written records. In addition, Recipient may use or disclose Proprietary Information to the extent (i) approved in writing in advance by Discloser or (ii) Recipient is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser reasonable advance notice of any such disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, Recipient may disclose the terms and conditions of this Agreement: (A) as required by applicable securities laws; (B) in confidence, to legal counsel; (C) in confidence, to accountants, banks and financing sources and their advisors; and (D) in connection with the enforcement of this Agreement.

### 4. Ownership.

All Proprietary Information (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Discloser. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use Proprietary Information in accordance with the express provisions of this Agreement. All rights relating to Proprietary Information that are not expressly granted hereunder to Recipient are reserved and retained by Discloser.

### 5. Termination.

Either Party may terminate this Agreement at any time upon written notice, and shall have no obligation to continue discussions. Sections 2, 3, 4, 5, 6, 7 and 8 shall survive the expiration or termination of this Agreement.

### 6. Remedies.

Both Parties agree that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of the Proprietary Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, both Parties agree that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this

Agreement, without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

7. Return of materials.

Upon any termination of discussions or any business or other relationship between the Parties related to the Purpose, or of this Agreement, or at any time at either Party's request, (a) Recipient shall promptly return to Discloser, or, at Discloser's request, destroy, all materials (in written, electronic or other form) containing or constituting Proprietary Information, including, without limitation, any copies and portions thereof, and (b) Recipient shall not use the Proprietary Information in any way for any purpose.


8. Miscellaneous.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supercedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the Parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both Parties. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Should legal action arise concerning this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief that may be awarded by any court or other tribunal of competent jurisdiction. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either Party, in whole or in part without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. In the event that any provision of this Agreement shall be held by a court or other competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

KnowIT AB

ICT Health FZ LLC

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: Johan Dahlgren

Name: Muhammad Murtaza

Title:

Title: Head – Software Projects