



JPG&Associates, Inc.

Confidentiality Agreement

8991 Hwy 5, Lake Elmo, MN 55042-8900 • TEL: (651) 779-1072 • FAX: (651) 779-8599

This Confidentiality Agreement can be used in conjunction with the Supplier/Consulting Agreement between JPG & Associates, Inc. ("JPG"), the assigned JPG Consultant Philip Stubbs, and its client Medtronic (Client Company) in providing technical documentation services to support the various projects.

- This JPG confidentiality agreement is used in conjunction with the client confidentiality agreement.
- This JPG confidentiality agreement replaces client confidentiality agreement.
- Client confidentiality agreement supersedes this JPG confidentiality agreement.

JPG (the supplier) and its assigned Consultant agree to the following general conditions of "confidential Information" and "Ownership", as defined by JPG in this document. *Note: The Consultant also agrees to sign any confidentiality agreements that the Client Company wishes to present for review and signature (see any agreements from the Client Company which may be attached).*

Confidential Information

Consultant agrees that during the period in which Consultant is providing services for JPG and at all times after the termination of such services for any reason, Consultant will not use, disclose or transfer any "confidential information" of either JPG or any Client Company, except as may be necessary to perform the obligations of Consultant for the benefit of JPG and the Client Company. Consultant will take all necessary precautions to prevent the inadvertent or accidental disclosure of the Confidential Information. Consultant agrees not to retain any tangible or intangible copies of any Confidential Information after the termination of this agreement for any reason. Confidential Information shall mean any confidential, secret or otherwise proprietary information of JPG or any Client Company, however documented (or not documented) including, without limitation, JPG or the Client Company's financial information, any information related to the identity of the JPG's customers or the Client Company's customers, JPG or any Client Company's services, products, trade secrets, techniques, processes, operations, know-how, inventions, discoveries, designs, marketing plans, strategy forecasts and research and development of JPG or the Client Company.

"Confidential Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; (ii) becomes available to Consultant on a non-confidential basis from a source which is entitled to disclose it to Consultant; or (iii) was known to Consultant without obligation of confidentiality prior to its disclosure under this agreement.

Ownership

Consultant acknowledges and agrees that the Client Company shall be the sole and exclusive owner of any and all copyright(s) and other intellectual property rights with respect to any project work developed for the Client Company by Consultant during the term of the project(s). At the conclusion of the project(s), Consultant agrees to return to the Client Company (or JPG) any equipment, data files, videos, photographs or other written information that were loaned to Consultant during the term of the project(s). This includes any security passes, client computer equipment, and/or client software.

Client Representative Signature: N/A

Title: N/A

Client Company: N/A

Date Signed: N/A

JPG Representative (Supplier) Signature: Emily Alverson

Title: Sourcing Manager

Date Signed: 2/13/2017

JPG Consultant Signature:

Date Signed: Philip Stubbs
02/17/2017