

NT L/H

Non-Disclosure Agreement

April , 2008

PRIVATE AND CONFIDENTIAL

Dear :

You have requested that NeuroTherm, Inc. provide you with service manuals ("Manuals") for one or more of NeuroTherm's proprietary products ("Products"). Our Manuals contain information that is confidential and proprietary to NeuroTherm, including detailed Product specifications and schematics. We are prepared to provide you with Manuals, only on the condition that you specifically acknowledge that your use of the information contained in each Manual is limited to your own internal purposes only and that you will honor and protect the confidential nature of the information contained in each Manual, to the full extent provided in this letter agreement.

The terms and conditions of our confidentiality requirement are as follows:

1. **Definition of Confidential Information.** As used in this letter agreement, the term "Confidential Information" means and includes any and all Product-specific information contained in each Manual, except for information the substance of which is or may be derived or deduced from information that is (i) generally available to the public other than as a result of a disclosure by you or any of your employees, consultants, contractors or representatives or (ii) in the possession of or available to you other than through access to a Manual, but only if, so far as you are aware, the source of such information is not bound by a confidentiality agreement with us or is not otherwise prohibited from transmitting the information to you by a contractual, legal, fiduciary or other obligation.

2. **Confidential and Proprietary Nature of the Information.** You acknowledge the confidential and proprietary nature of the Confidential Information and agree to (i) use the Confidential Information only in connection with using and maintaining Products, (ii) hold and protect the Confidential Information as provided in this letter agreement, and (iii) otherwise honor each and every restriction and obligation in this letter agreement.

3. **Maintenance of Confidential Information.** You agree that the Confidential Information (a) will be maintained by you and your employees, consultants, contractors and representatives with at least the same degree of care as you exercise and require with respect to your own confidential information of a similar type and (b) without limiting the foregoing, will not be disclosed by you or your employees, consultants, contractors or representatives to any person except with our specific prior written consent or except as expressly otherwise permitted by this letter agreement. It is understood that you may disclose Confidential Information to those of your employees, consultants, contractors or representatives who (a) require such information for the purpose of using and maintaining Products and (b) are informed by you of the confidential nature of the Confidential Material and the obligations of this letter agreement. You also agree to be responsible for enforcing this letter agreement as to your employees, consultants, contractors or representatives and to take such action, legal or otherwise, as may be reasonably necessary to cause them to comply with this letter agreement and thereby prevent disclosure of the Confidential Information by any of your employees, consultants, contractors or representatives (including all actions that you would take to protect your own confidential information of a similar type), except as permitted by this letter agreement.

4. **Remedies.** Because an award of money damages would be inadequate for any breach of this letter agreement, and any such breach would cause us irreparable harm, you also agree that, in the event of any breach or threatened breach of this letter agreement, we will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5. **Miscellaneous.**

- (a) (a) **Modification.** This letter agreement and the agreements set forth in this letter agreement may be modified or waived only by a separate writing signed by us expressly modifying or waiving this letter agreement or such agreements.

Non-Disclosure Agreement
Page 2 of 2

- (b) (b) *Waiver.* Neither the failure nor any delay by us in exercising any right, power or privilege under this letter agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- (c) (c) *Severability.* The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provisions of this letter agreement, which shall remain in full force and effect. If any of the covenants or provisions of this letter agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then you and we contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this letter agreement.
- (d) *Governing Law.* This letter agreement will be governed by the laws of the Commonwealth of Australia without regard to conflicts-of-laws principles.
- (e) *Execution of Agreement.* This letter agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this letter agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this letter agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this letter agreement as to the parties and may be used in lieu of the original letter agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for any purpose whatsoever.

If you are in agreement with the foregoing, please sign and return one copy of this letter agreement, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

NeuroTherm, Inc./Pacific Health Care

By: S. Richa

Duly executed and agreed to on 6 MAY 2008

By: [Signature]

Name: ROBIN E WOOLFORD

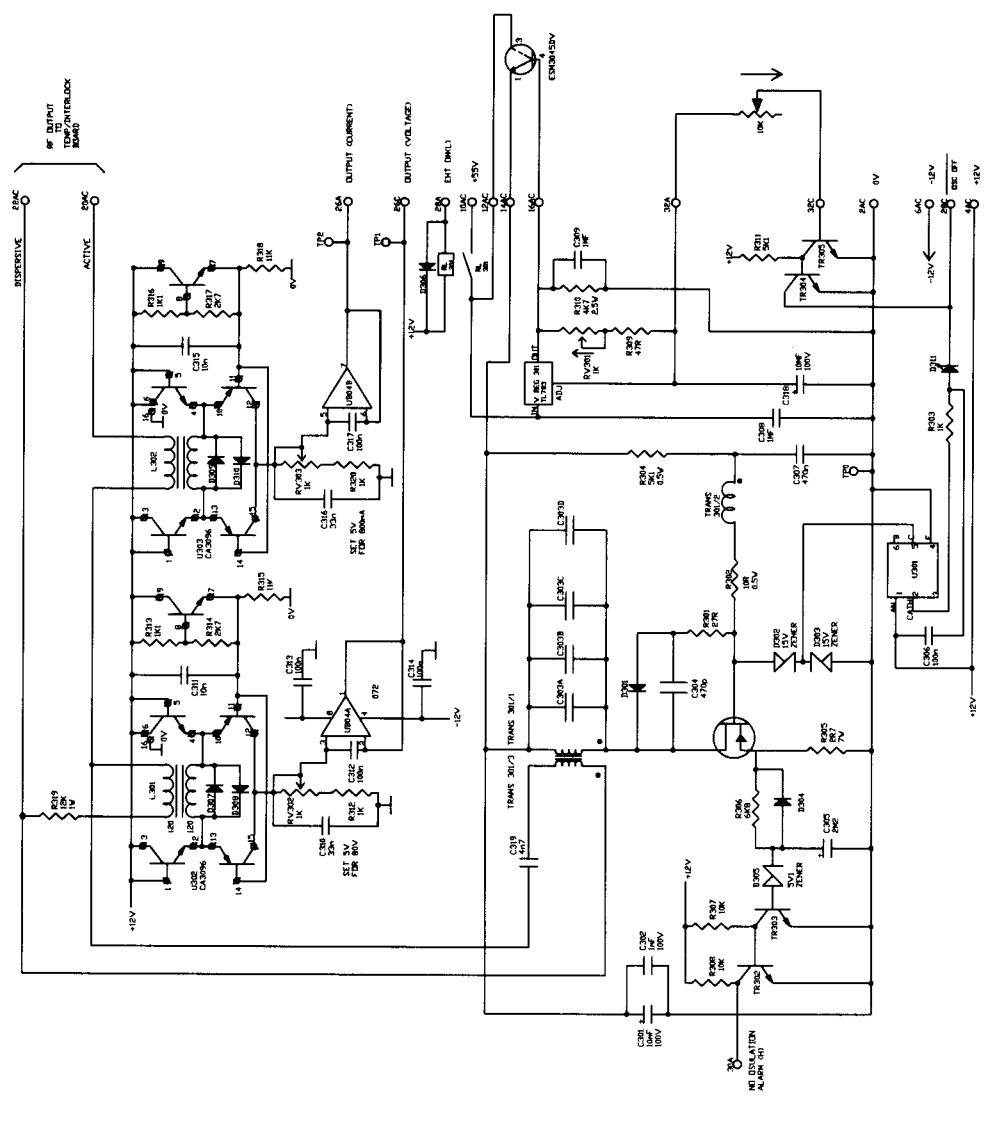
Its: ACT DIR BIOMEDICAL ENGINEERING.

PT12059

DC: NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE
28-3-07	R310 CHANGED TO 4K7 FROM 680R	C



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION				
RF AMPLIFIER/MONITOR BOARD P103C				
SCALE				
SHEET				
OF 1				
ISSUE				
SIZE				
C 2				

DRAWN	G. GARD	DATE	02/10/07
CHECKED		DATE	
APPROVED		DATE	

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APPROVED FOR RELEASE BY THE COMMONWEALTH GOVERNMENT OF AUSTRALIA

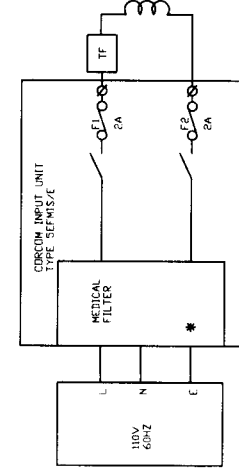
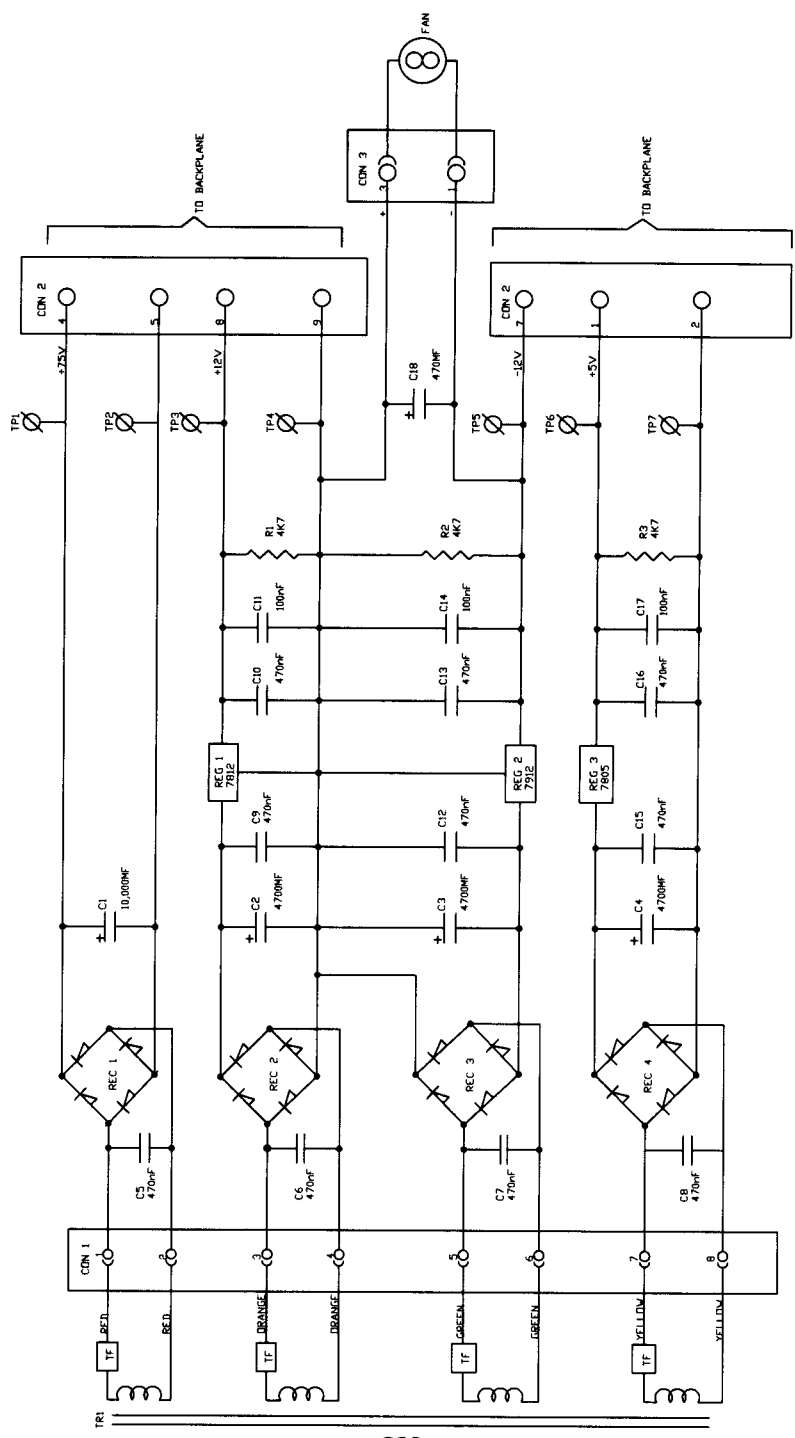
APPROVED FOR RELEASE BY THE COMMONWEALTH GOVERNMENT OF AUSTRALIA

APPROVED FOR RELEASE BY THE COMMONWEALTH GOVERNMENT OF AUSTRALIA

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE



COVER FOR INPUT UNIT
 ND41-3114
 * NO. EARTH OF FILTER NOT
 CONNECTED TO MACHINE
 F1 AND F2 ARE 2AMP
 BUSSMAN S506 FUSES

POWER SUPPLY BOARD

CONFIDENTIAL

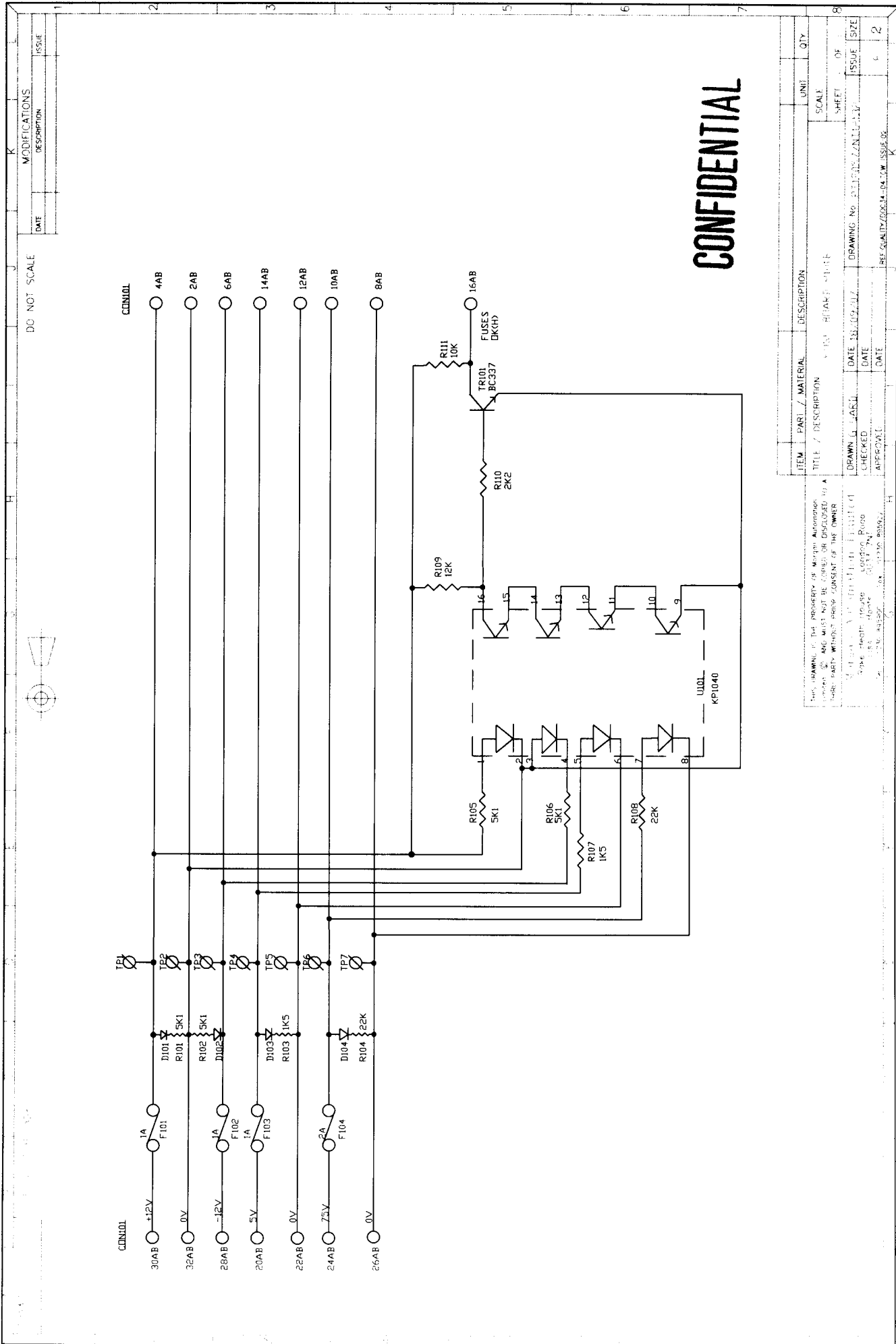
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DRAWN	CHECKED	APPROVED	DATE	DATE	DATE

SCALE	SHEET	NO.	TOTAL

ISSUE	DATE	ISSUE	DATE

REF. QUANTITY	REF. NO.	ISSUE



CONFIDENTIAL

MODIFICATIONS	
DATE	DESCRIPTION

DC NOT SCALE

ITEM	PART / MATERIAL	DESCRIPTION	UNITS	QTY

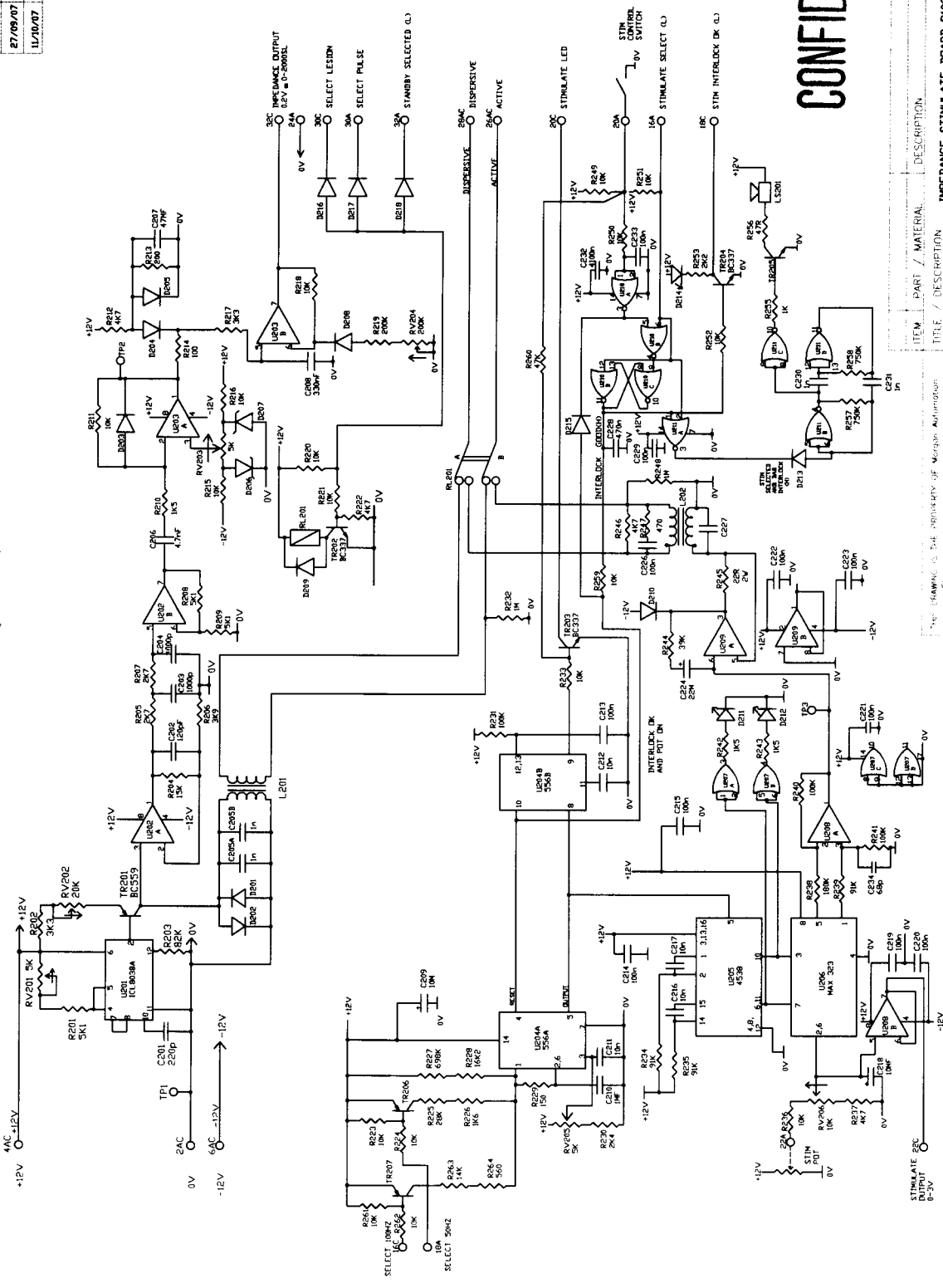
DRAWING INFORMATION	
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APPROVAL	DATE

DRAWING INFORMATION	
TITLE	SCALE
DRAWING NO.	ISSUE
DATE	DATE
ISSUE	DATE

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MODIFICATIONS

DATE	DESCRIPTION	ISSUE
27/09/07	ADD D216-213 REMOVE R214	D
11/10/07	UPDATED TO ISSUE E	E



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
IMPEDANCE-STIMULATE BOARD P102E				

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DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
G. GARD	27/09/07				

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE	
2	ISSUE	

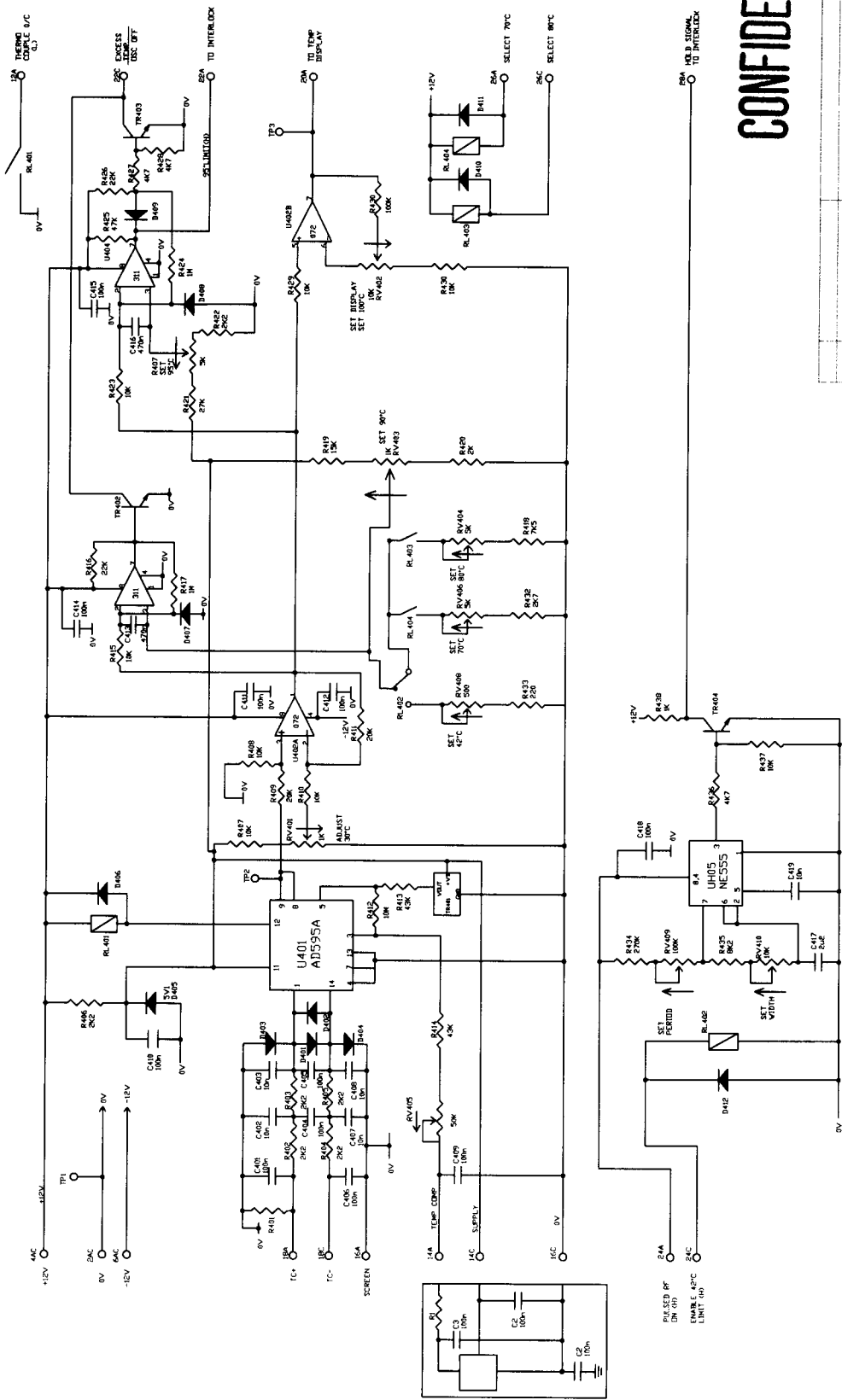
SCALE	SHEET	OF	ISSUE	SIZE
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NT 12135

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION				
TEMPERATURE BOARD NT104B				
SCALE				
SHEET 1 OF 1				
DRAWN G GARD				
DATE 30/9/07				
DRAWING NO. NT12135				
CHECKED				
DATE				
APPROVED				
DATE				
REF QUALITY CONTROL DRAWING ISSUE 02				

THIS DRAWING IS THE PROPERTY OF MARSH AUTOMATION LTD. IT IS NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE OWNER.

DATE 30/9/07

DRAWN G GARD

CHECKED

DATE

APPROVED

DATE

REF QUALITY CONTROL DRAWING ISSUE 02

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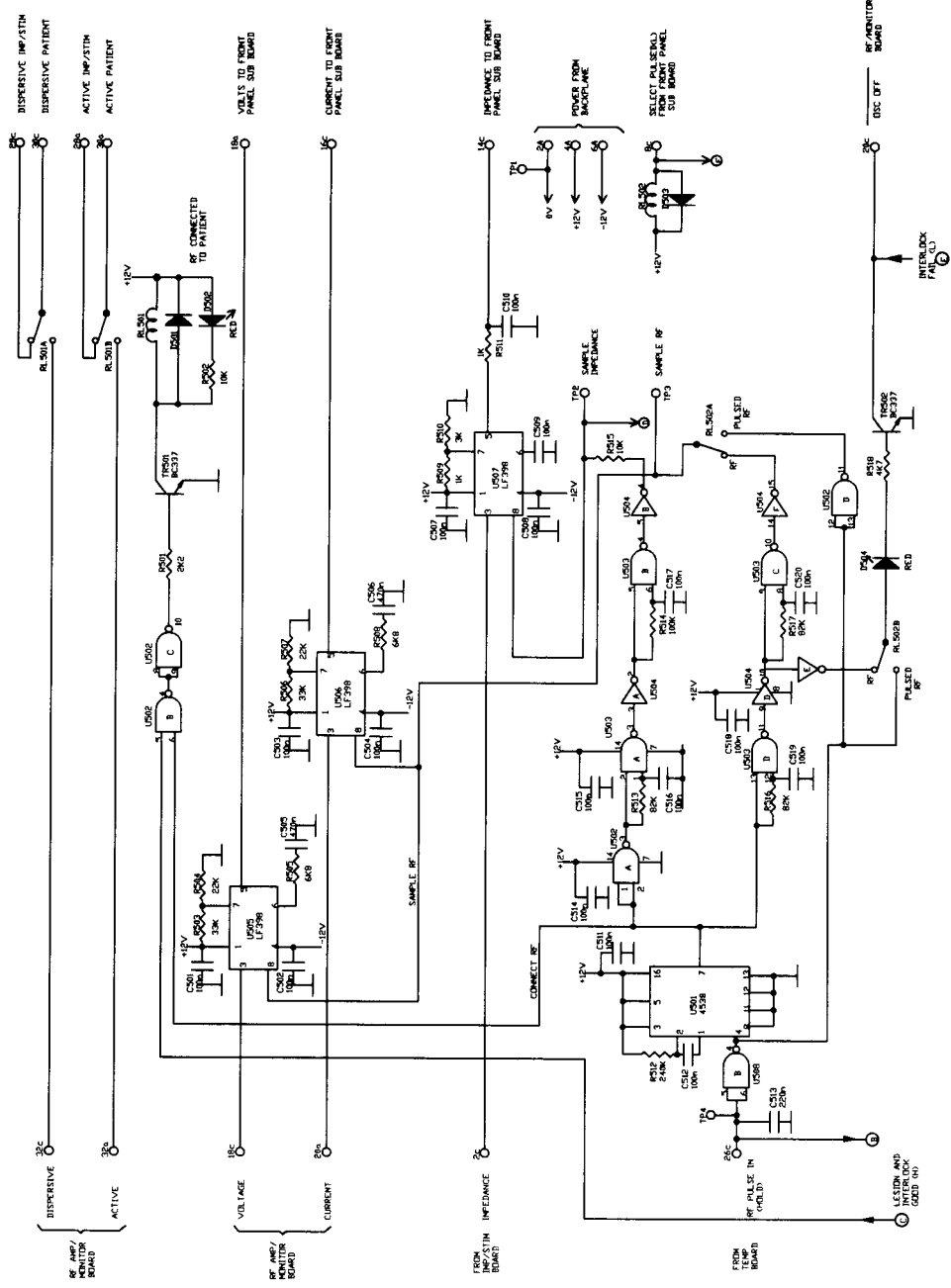
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NT12136

DO NOT SCALE

MODIFICATIONS

DATE DESCRIPTION ISSUE



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
INTERLOCK BOARD NT105B				
SCALE				
SHEET 1 OF 2				
DRAWING No. NT12136				
DATE 03/10/07				
DRAWN G. GARD				
CHECKED				
APPROVED				
DATE				
DATE				
DATE				
REF: QUALITY/005/M-04-07-00 ISSUE: 02				
B 2				

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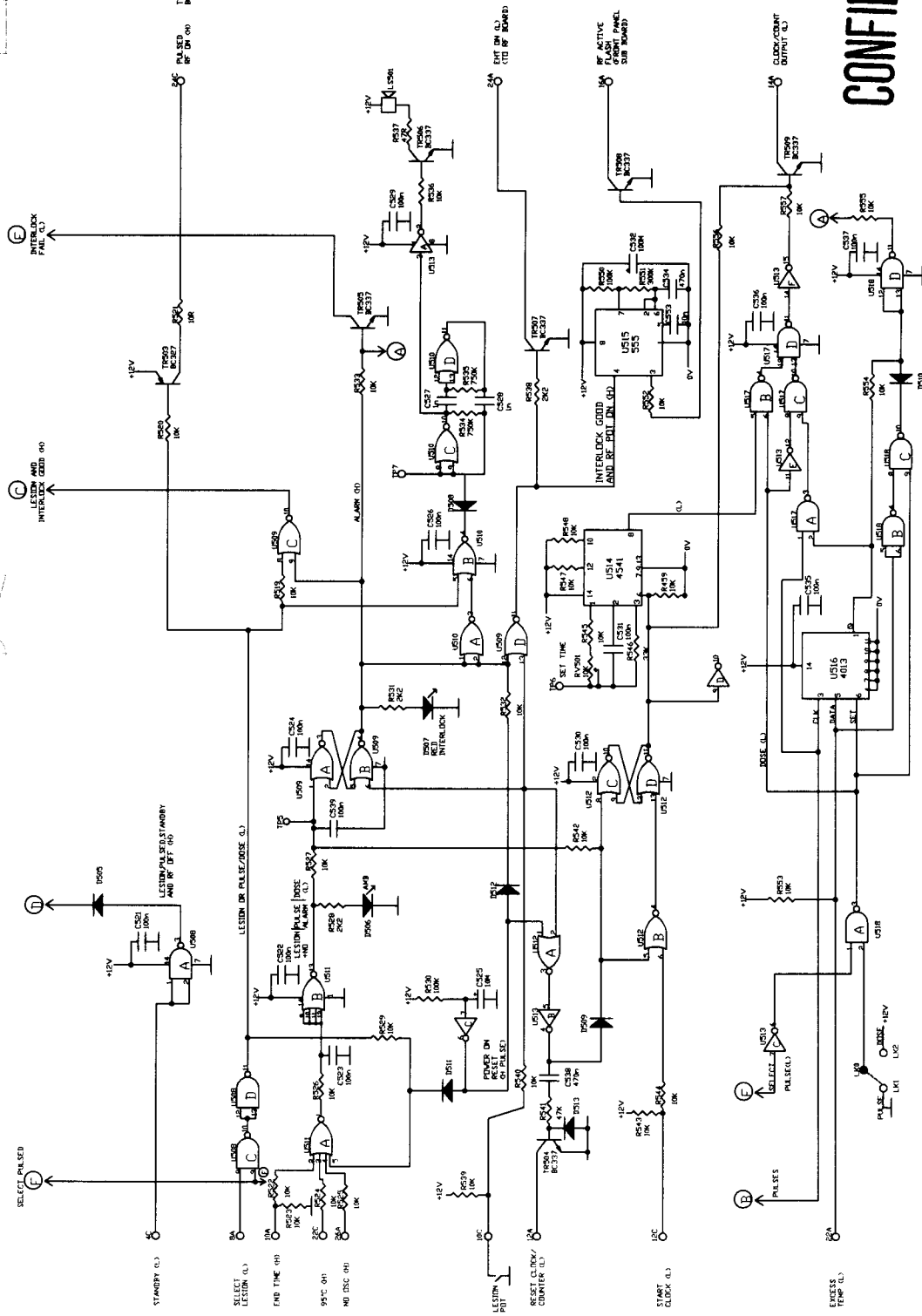
DATE: 03/10/07
 DRAWN: G. GARD
 CHECKED: []
 APPROVED: []

NT12136

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

SCALE	DATE	ISSUE	SIZE

DATE	DESCRIPTION	DATE	DESCRIPTION

DATE	DESCRIPTION	DATE	DESCRIPTION

DATE	DESCRIPTION	DATE	DESCRIPTION

DATE	DESCRIPTION	DATE	DESCRIPTION

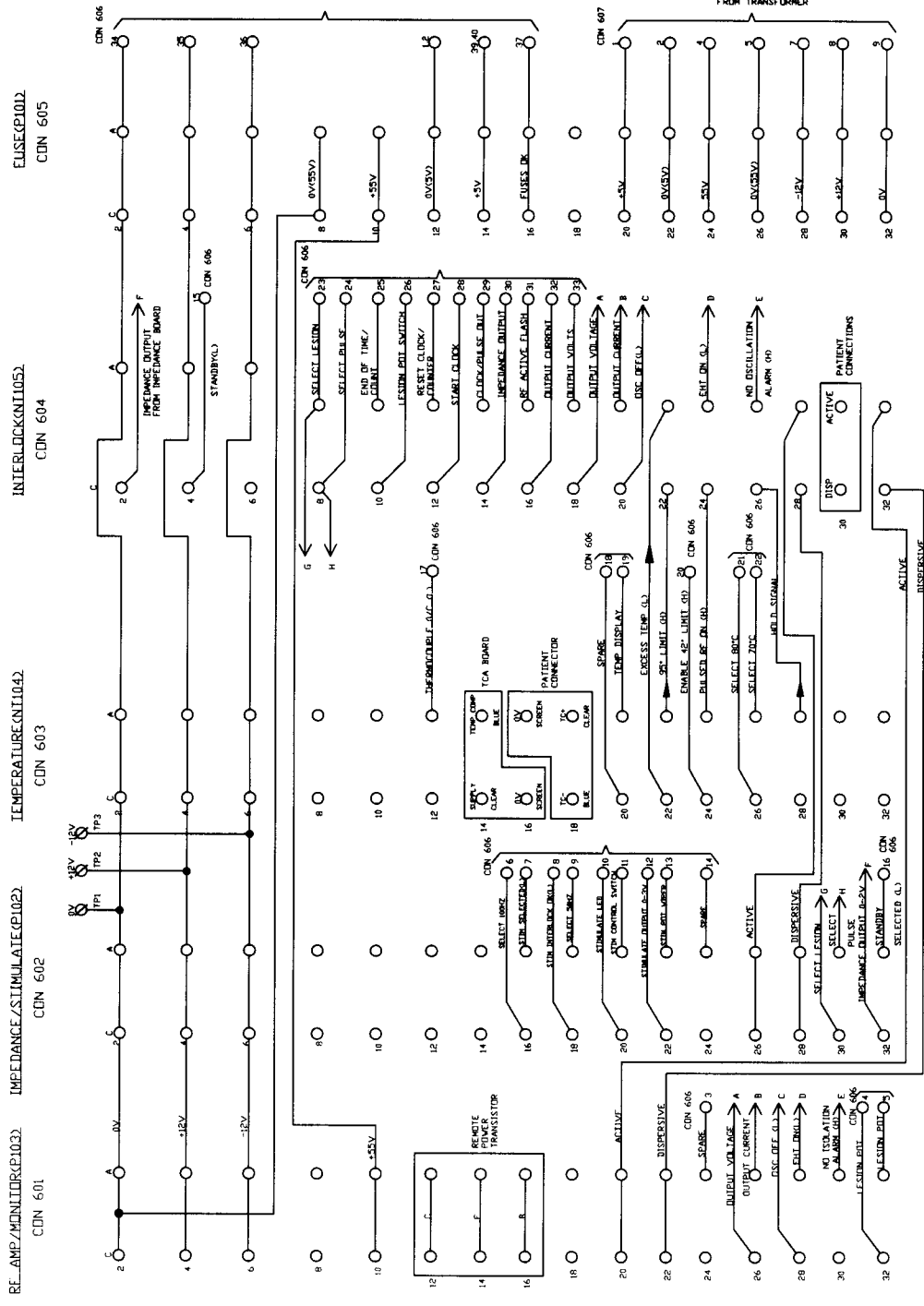
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Drawn by: G. Gard
 Checked by: J. H. Smith
 Date: 07/10/07
 Part No: NT12136
 Issue No: 2
 Scale: B

NT12137

0:0 NOT SCALE

MODIFICATIONS	
DATE	DESCRIPTION
16/09/07	GPH ADDED
18/09/07	GPH MOVED TO CON 604
ISSUE	



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION: BACKPLANE NT106C				
SCALE: SHEET 1 OF 1				
DRAWN: G. GARD				
DATE: 21/10/07				
CHECKED: DATE: DATE:				
APPROVED: DATE:				
DRAWING NO: NT12137				
ISSUE: C				
SIZE: 2				
REF: QUALITY CONTROL ON DRAWING ISSUE 06				

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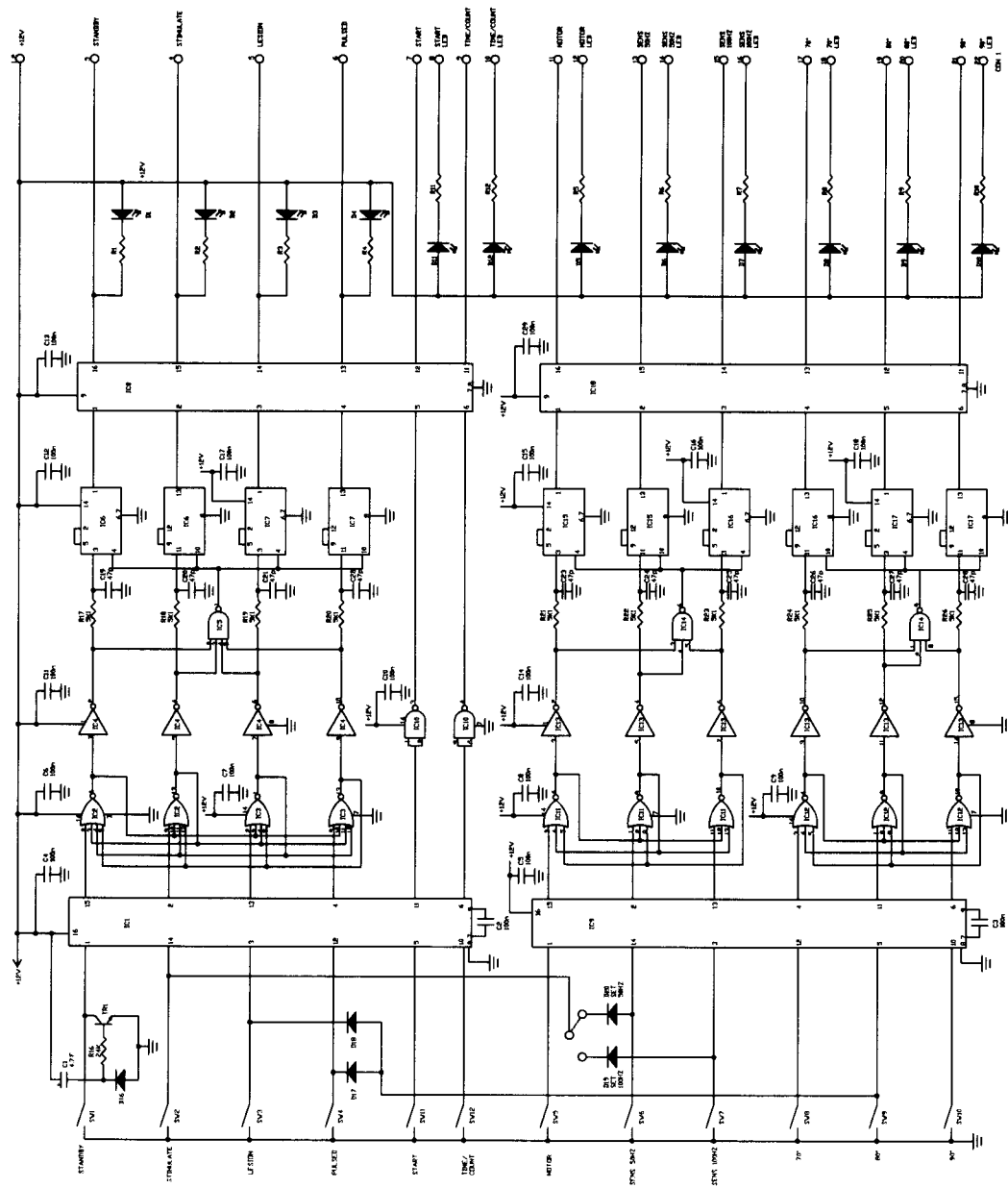
MINDSPACE ADVANCED LIMITED
 Suite 100, West House, London Road
 Luton, Bedfordshire, LU1 3LU, UK
 Tel: +44 (0)1582 561000
 Fax: +44 (0)1582 561001
 Email: sales@mindspace.co.uk

NT12138

DO NOT SCALE

K

MODIFICATIONS	
DATE	DESCRIPTION



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION				
NT500 FRONT PANEL NT107B				
SCALE				
CHECKED				
DATE				
DRAWN				
DATE				
CHECKED				
DATE				
APPROVED				
DATE				
REVISION				
NO				
SIZE				
B				

This drawing is the property of Honeywell Automatic Controls Co. and must not be copied or disclosed in any form without written consent of the owner.

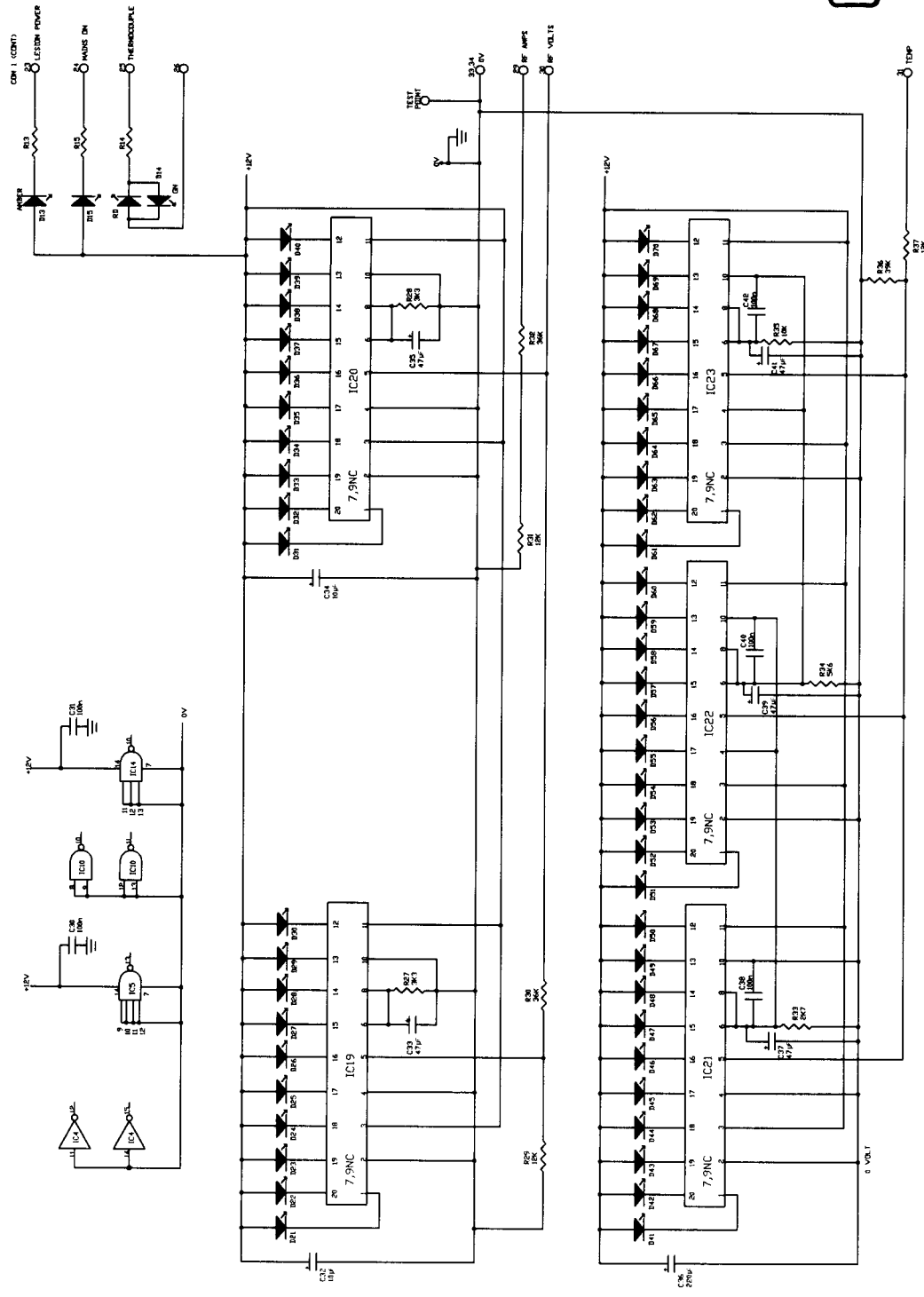
Check with Honeywell Automatic Controls Co. for the latest revision of this drawing.

NT12138

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY

SCALE	UNIT	QTY

TITLE / DESCRIPTION	DATE	DATE	DATE

DRAWN	CHECKED	APPROVED

NT500 FRONT PANEL NT107B	DRAWING NO. NT12138

DATE	ISSUE	BY	REV

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DATE: 28/10/07

ISSUE: 2

REV: 2

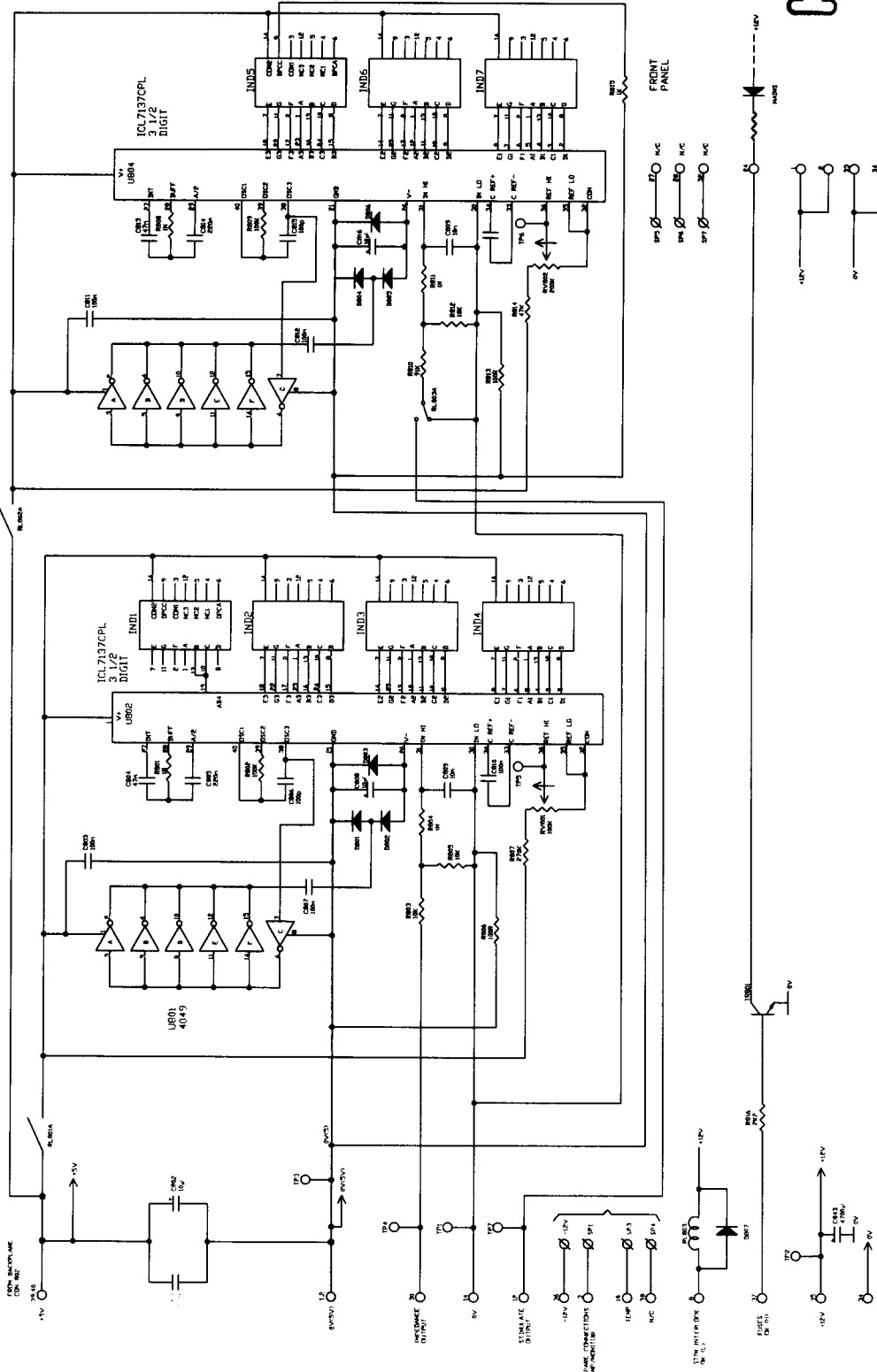
QUALITY CONTROL: NEW ISSUE: 02

NT12139

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE
19/7/07	CR43 ADDED	C



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
NT500 FRONT PANEL				
SUB BOARD NT108C				
SCALE				
SHEET 3 OF 3				
DRAWN G. GARD				
DATE 29/10/07				
DRAWING No. NT12139				
CHECKED				
APPROVED				

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BAE SYSTEMS
 111, St. Nicholas Road
 London, Road
 E16 1SR, Essex, UK
 TEL: 020 8859222

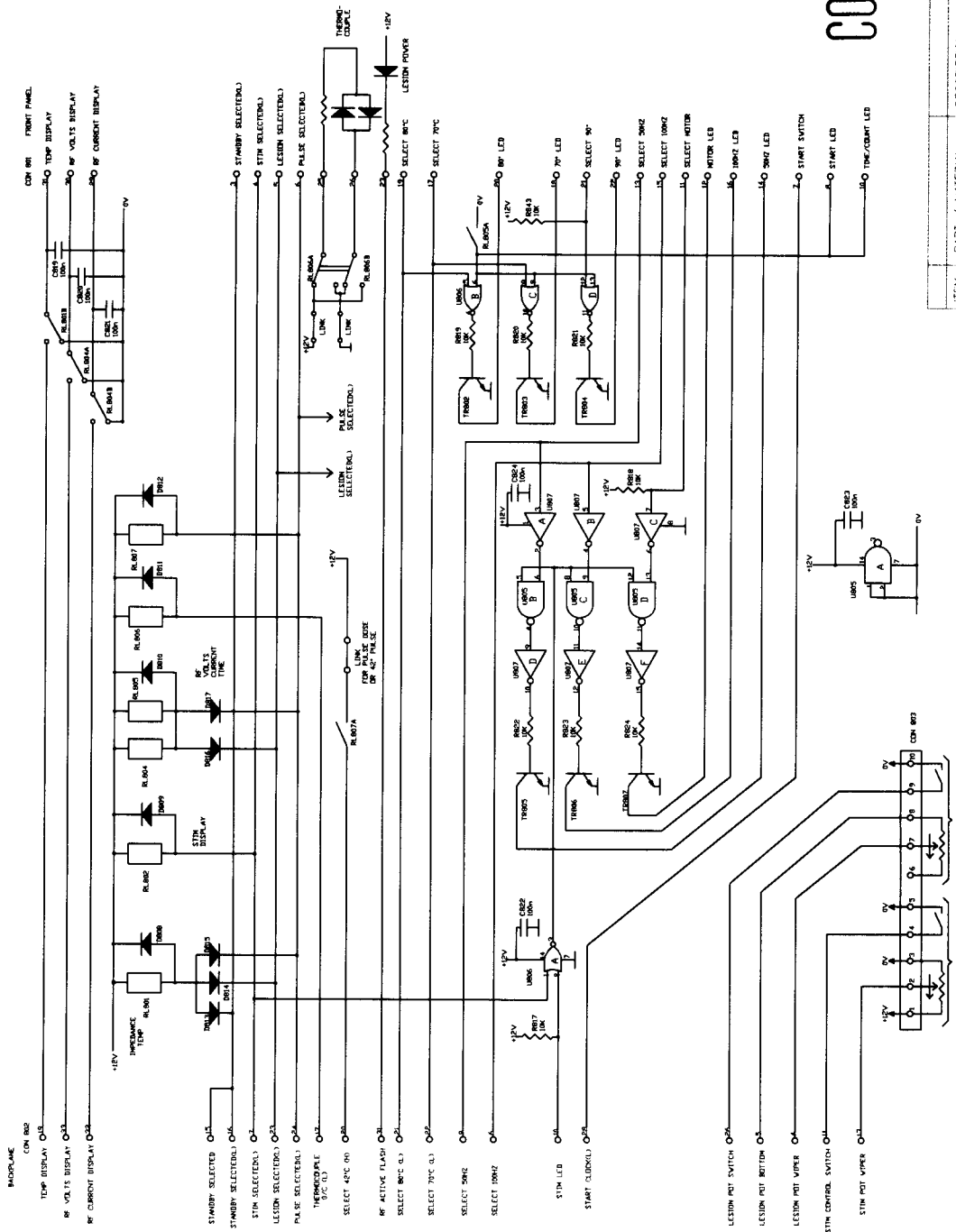
BAE QUALITY/00034-04-00W-ISSUE 02

NT12139

DO NOT SCALE

MODIFICATIONS

DATE	DESCRIPTION	ISSUE
19/7/07	CB43 ADDED	C



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
TITLE / DESCRIPTION				
NT500 FRONT PANEL				
SUB BOARD NT108C				
SCALE				
SHEET 2 OF 3				
DRAWN G GARD				
DATE 02/11/07				
DRAWING No NT12139				
CHECKED				
DATE				
APPROVED				
DATE				
PREPARED/DESIGNED/TESTED				
K				

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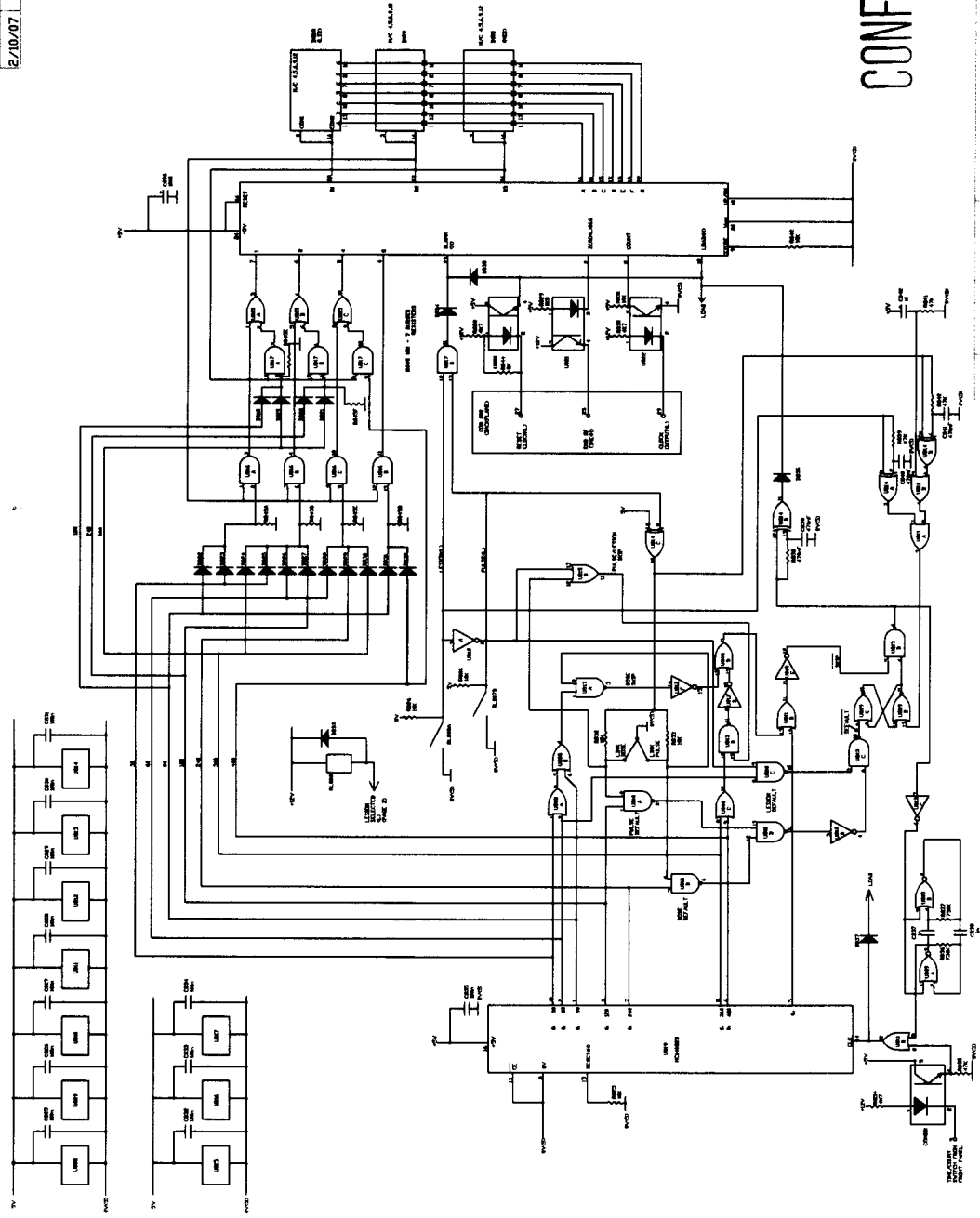
Drawn: G Gard
 Checked: G Gard
 Approved: G Gard
 Date: 02/11/07

NT12139

DO NOT SCALE



MODIFICATIONS		ISSUE
DATE	DESCRIPTION	
19/7/07	REDES REPOSITIONED	C
2/10/07	RR45, J06&6, RR46	C



CONFIDENTIAL

ITEM	PART / MATERIAL	DESCRIPTION	UNIT	QTY
SCALE				
SHEET 3 OF 3				
DRAWING No. NT12139				
DRAWN: G. GARD DATE: 04/11/07				
CHECKED: DATE: DATE:				
APPROVED: DATE: DATE:				

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NT12139 (Rev. 1) (11/11/07)

Issue sheets require London Road, 433 King's Road, London, W8 5AH, UK. Tel: 020 89969972 Fax: 020 89969973

REL-QUALITY CONTROL-04 LOW ISSUE 02