



## NON-DISCLOSURE AGREEMENT

In consideration and as a condition of IntegraMed America or its affiliate's (collectively, the Company) engaging me (or an entity by which I am engaged) to provide services as an employee or independent contractor, I agree as follows:

1. **NO DISCLOSURE OR USE.** I will not disclose to others or use for my own benefit, either during or after my engagement by the Company or the above entity, any confidential business, commercial, scientific and/or technical information pertaining to the Company or its clients, customers, consultants, licenses or affiliates, which is acquired by me during the period of my engagement, unless such disclosure or use is necessary in the ordinary course of performing my duties for the Company, or unless I have obtained the Company's express written consent. The prohibition in the preceding sentence shall not apply to information that (a) is or becomes publicly or generally known within the scientific community (other than by reason of my disclosure); or (b) which I already knew when it was first disclosed to me (unless I knew of the information directly or indirectly as a result of my engagement as described above).
2. **COMPANY'S OWNERSHIP OF MY INVENTIONS, ETC.** I hereby assign and transfer to the Company all my rights in all inventions, processes, formulas, data, designs, improvements, techniques, programs and know-how, whether or not patentable or registerable under copyright or similar statutes, of which I conceive or first reduce to practice while I am engaged by the Company or the entity described above. However, the foregoing shall apply only if: (a) the above items are related to or useful in the business, research and investigations in which the Company is involved or proposed to be involved at the time of such conception or reduction to practice, or (b) they were created by utilizing the Company's facilities (herein, Inventions).

I will promptly disclose to the Company (or any persons designated by it) all Inventions as specified above, and I will assist the Company in every proper way (at the Company's own expense) during and after my engagement as described above to obtain and enforce patents, copyrights and other rights and protections relating to said Inventions in any and all countries.

3. **RETURN OF MATERIALS.** Promptly after the termination of my or my employer's engagement with the Company or the termination of my employment by an entity which has been engaged by the Company or the termination of my employment by an entity which has been engaged by the Company (whichever happens first), I will deliver to the Company and will not take with me all originals and reproductions of all materials of any nature pertaining to Inventions and to my work with the Company.



4. **REMEDIES.** Any breach of this Agreement by me could cause irreparable damage to the Company, and in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of any of my obligations hereunder.
  
5. **GENERAL.** (a) The Company's waiver of my breach of any term, condition, covenant, or obligation of this Agreement on any occasion shall not be considered to be a waiver of any future breach. (b) The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.  This Agreement (I) constitutes the entire agreement between the parties and supersedes any relevant portion of any prior agreement relating to its subject matter; (ii) may not be modified, amended or revoked without the written consent of each party; (iii) shall be governed by the laws of the State of New York; and (iv) shall be binding upon me, my heirs, executors, assigns, and administrators, and may be assigned by and shall inure to the benefit of the Company and its successors and assigns.

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Print Name

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Signature

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Date