MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into as of March 2, 2016 ("Effective Date") by and between **Medtronic MiniMed, Inc.**, a Delaware corporation, having its principal place of business at 18000 Devonshire St., Northridge, CA 91325-1219 (d/b/a **"Medtronic Diabetes"**) and **AT4 Wireless, S.A.U.** a Spanish corporation having its principal place of business at Severo Ochoa, 2 Parque Tecnologico de Andalucia Malaga 29590 Spain.

WHEREAS, Medtronic Diabetes and **AT4 Wireless, S.A.U.** are desirous of exchanging business information related to the potential development and testing, certification and type approval services for prototyping and manufacture of infusion pumps, coating/modifying completed infusion pumps, biological sensors, patient monitoring systems, and infusion pump/biological sensor/patient monitoring system related accessories, components, communication of and between systems, and subsystems and tools used to design, evaluate, accept and package components to full devices (the "Subject");

AND WHEREAS, each party may disclose to the other party certain information pursuant to this Agreement concerning or relating to the Subject which involves various trade secrets, materials and other proprietary information of a secret and confidential nature, which information and materials are the sole property of the disclosing party, or which the disclosing party has received from a third party under certain obligations regarding the further disclosure thereof (the foregoing, collectively, the "Confidential Information"). Such Confidential Information may include, but is not limited to, technical specifications, finances, marketing plans, records, data, executable and source code, formulae, processes, developments, designs, inventions, models, techniques, improvements or discoveries, patentable and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. For a period of five (5) years from date of receipt of such Confidential Information, the receiving party shall use reasonable efforts to prevent the disclosure to any other person, firm or corporation of the Confidential Information which it receives from the disclosing party, except as provided below, and shall use the same degree of care to protect the Confidential Information from unauthorized disclosure or risk of loss (such as from fire or theft) as it employs with respect to its own proprietary and confidential information of like importance to it, but no less than a reasonable degree of care. At the end of the five (5) year period, the provisions of Sections 4, 5 and 11 will control.

2. Any and all information exchanged between the parties relating to the Subject (in written, electronic or oral form) shall be deemed Confidential Information, except as provided in Section 3 below. Any reports, documents or other writings or recordings (including those maintained on disk, tape or other medium) resulting from such exchange of or containing any Confidential Information shall be governed by the same terms and conditions with respect to confidentiality as is the exchange of the Confidential Information between the parties. The receiving party shall not make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the disclosing party. The receiving party

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shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

3. However, such Confidential Information shall not be deemed confidential, and the receiving party shall have no obligation with respect to such Confidential Information, which: (i) is already in the possession of the receiving party, provided that such information is not known by the receiving party to be subject to another confidentiality agreement with, or other contractual legal or fiduciary obligation of confidentiality to, another party; or (ii) is or becomes publicly known, through publication or otherwise, and through no wrongful act of the receiving party; or, (iii) is received from a third party without similar restriction and without breach of this Agreement or similar agreement between the disclosing party and the third party, or breach of any other legal or fiduciary obligation of the disclosing party; or, (iv) is independently developed by the receiving party, as evidenced by its written or electronic records; or, (v) is furnished to a third party by the disclosing party without a similar restriction on the third party's rights; or, (vi) is approved for release by written authorization of the disclosing party; or, (vii) is disclosed pursuant to the lawful requirement or request of a governmental agency or appropriate stock exchange, provided that the disclosing party is given reasonable notice of any such requirement or request and the opportunity, in advance, to resist such disclosure, and, provided further, that such disclosure is specifically limited in scope to the minimum level required. Neither party shall reverse engineer, disassemble, decompile, or determine the composition of any formulations, prototypes, software or other tangible or intangible objects that embody the other party's Confidential Information and that are provided to the party hereunder.

4. All Confidential Information, including but not limited to, any documents, drawings, specifications, sketches, designs, pictures, films, tapes, and other tangible objects and, to the extent possible, any electronic media delivered by the disclosing party to the receiving party pursuant to this Agreement and any work product derived from them shall be and remain the property of such one party, and all such Confidential Information, and any copies thereof, shall be promptly returned to such one party upon written request, or, if not requested prior to the expiration of the five (5) year period, destroyed (and certified to such party as destroyed at such time). Notwithstanding the foregoing, the receiving party may retain a single archival copy of the Confidential Information in a secure location for the sole purpose of determining the scope of its obligations under this Agreement and of the provided testing services. Irrespective of the disclosure period provided in Section 1 and subject to Section 5, any Confidential Information not returned or destroyed as provided in this Section 4, including but not limited to any Confidential Information retained as an archival copy or on computer hard drives or back-up servers, shall continue to be treated by the recipient as Confidential Information subject to the terms of this Agreement until it is returned or destroyed in accordance with this Section 4.

5. This Agreement shall not be construed as granting or conferring any rights, by license or otherwise, expressly, impliedly or otherwise, with respect to such Confidential Information or to any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement. Irrespective of the disclosure period provided in Section 1, the receiving party shall use the Confidential Information for the sole purpose described as the Subject.

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and the receiving party shall not make use of the Confidential Information for its own benefit without the prior written consent of disclosing party. Without limiting the generality of the foregoing, neither party shall use Confidential Information disclosed by the other party under this Agreement in competition with the disclosing party; nor shall either party assist a third party to compete against the other by use of any Confidential Information disclosed in accordance with this Agreement. This prohibition on the use of Confidential Information in competition with the disclosing party is not subject to any time restriction and shall survive until the Confidential Information is or becomes publicly known, through publication or otherwise, through no wrongful act of the receiving party. Notwithstanding the foregoing, nothing in this Agreement shall preclude a party from independently developing competitive products or developing the same with a third party, provided that such products are developed without reference to or use of the other party's Confidential Information.

6. Neither party may use or otherwise export or re-export any portion of the Confidential Information except as authorized by United States law and the laws of the jurisdiction in which the Confidential Information was disclosed. In particular, but without limitation, Confidential Information may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Department of Commerce's Denied Persons List or Entity List.

7. All Confidential Information provided hereunder is provided "AS IS." Each party makes no warranties, express, implied or otherwise, regarding the Confidential Information's accuracy, completeness, performance, merchantability or fitness for a particular purpose.

8. Nothing contained in this Agreement shall constitute a commitment by either party to the development or release of any future information or any products and/or programs disclosed pursuant to this Agreement and participation in the information exchange pursuant to this Agreement shall not constitute or imply a commitment by either party to favor or recommend any product or service of the other party.

9. The parties agree that any disclosure of the Confidential Information will only be such as is reasonably necessary to comply with the Subject, and each person to whom such disclosure is made will be advised of the existence of this Agreement and their obligations thereunder. For the avoidance of doubt, the receiving party may not disclose the Confidential Information to any third party unless such party has executed a confidentiality or non-disclosure agreement containing terms no less restrictive than the terms of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflicts of laws principles thereof. The parties hereby consent and submit themselves for the sole purpose of this Agreement and any controversy arising hereunder to the jurisdiction of the state and federal courts located in the State of California and any courts of appeal therefrom, and waive any objection on the grounds of lack of jurisdiction (forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts.

11. This Agreement was drafted and reviewed by counsel for the parties, and there

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shall not be a presumption of construction against any of the parties. This Agreement is a complete and final integrated agreement, and contains the entire agreement regarding the matters herein between the parties and, except where set forth herein, no representations, warranties or promises have been made or relied upon by any of the parties entering into this Agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Should any provision of this Agreement be held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, such ruling will not affect or impair the validity, enforceability, or legality of any remaining portions of this Agreement, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. All remaining portions will remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable, or illegal part. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this Agreement signed by a party is binding upon the signing party to the same extent as the original of the signed agreement.

IN WITNESS WHEREOF, **Medtronic Diabetes** and **AT4 Wireless, S.A.U.** agree that this Agreement shall be effective as of the date set forth above.

MEDTRONIC MINIMED, INC.

Sign: on behalf of Michael Moersen

Michael Moersen
Strategic Sourcing Director

AT4 WIRELESS, S.A.U.

Sign:

Fernando E. Hardasmal
General Director

AT4 wireless
a DEKRA company
AT4 wireless S.A.U.

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