

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is between **Inspire Medical Systems, Inc.**, located at 9700 63rd Ave No, Suite 200, Maple Grove, MN 55369, USA (“Inspire”), its affiliates and subsidiaries, and _____ (“Interested Party”), located at _____, collectively referred to as the “Parties”. Subject to the terms of this Agreement, the Parties may engage in discussions and other communications to explore and evaluate potential business dealings with each other (“Business Exploration and Evaluation”). In the course of such discussions or otherwise, Inspire may disclose to Interested Party certain confidential and/or proprietary information. The Parties have entered into this Agreement in order to assure the confidentiality of such Confidential Information (as defined below), and to prevent its unauthorized use.

1. Definitions.

(a) “*Confidential Information*” means all information of Inspire, whether written, electronic, oral or otherwise, pertaining to the present or future operation, policies, procedures, technology, finances or other aspects of its business. Confidential Information includes, without limitation, all information with respect to clinical trials utilizing Inspire’s products, the results of such trials, and regulatory approval processes. The Parties agree that all information provided by or on behalf of Inspire or its Personnel (as defined below) is presumed to be Confidential Information unless Inspire indicates in writing that it is not confidential.

(c) “*Personnel*” means, as to the Parties, respectively, the directors, officers, agents, employees, contractors and representatives of themselves and their affiliates.

2. Protection. The Interested Party will keep strictly confidential, and will cause its Personnel to keep strictly confidential, any and all Confidential Information disclosed by Inspire. The Interested Party will use Confidential Information only for the Business Exploration and Evaluation. The Interested Party will not, directly or indirectly, disclose any Confidential Information to any person or entity without Inspire’s prior written authorization, nor use any Confidential Information, directly or indirectly, for any purpose other than the Business Exploration and Evaluation or in any manner adverse to the interests of Inspire. If the Interested Party becomes aware of any subpoena or other legal process seeking the disclosure of any Confidential Information, the Interested Party will promptly notify Inspire in writing and will cooperate with Inspire to prevent or limit such disclosure or obtain appropriate protective orders in connection therewith.

3. Disclosure to Personnel. The Interested Party may disclose Confidential Information only to its Personnel who have need to know such information for the Business Exploration and Evaluation, and the Interested Party will maintain a list of such individuals to whom Confidential Information is disclosed, which will be provided to Inspire at its request. The Interested Party will advise all of its Personnel who will have access to the Confidential Information of the obligations of confidentiality imposed by this Agreement. The Interested Party will take all measures reasonably necessary to protect the confidentiality of the Confidential Information and shall require its Personnel to refrain from using any Confidential Information for their own use or for any purpose other than for the Business Exploration and

Evaluation. The Interested Party shall be liable for any breach of this Agreement by the Interested Party's Personnel.

4. Restrictions. The restrictions herein provided shall not apply with respect to any Confidential Information that: (A) is known by the Interested Party at the time of receipt; or (B) is or becomes a part of the public domain without breach of this Agreement by the Interested Party or its Personnel; or (C) is legitimately obtained by the Interested Party from a third party without a requirement of confidentiality; or (D) is independently developed by the Interested Party through Personnel who did not have access to Confidential Information received from Inspire. The restrictions herein provided shall not prohibit any disclosure that is required to be made pursuant to judicial action or government regulations, provided the Interested Party notifies Inspire prior to such disclosure and cooperates with Inspire in the event Inspire elects to legally contest, limit or avoid such disclosure or to obtain appropriate protective orders in connection therewith.

5. Return of Materials. Upon completion of the Business Exploration and Evaluation, or at any time at the written request of Inspire, the Interested Party will promptly deliver to Inspire or destroy (and certify to the full delivery or destruction of) all materials, in whatever form, whether or not created by Inspire, containing any Confidential Information, and all copies thereof (including, but not limited to, any notes, memoranda, computer code or data, etc.) and will not retain, disclose or use any Confidential Information for any purpose whatsoever; provided, however, that the Interested Party may retain one copy of all such Confidential Information for archival purposes only.

6. Term. The obligations of confidentiality, use and non-disclosure contained in this Agreement shall continue in force for so long as the information disclosed retains the traits of Confidential Information.

7. Inspire's Discretion; No Warranties or Representations. The disclosure by Inspire of any Confidential Information to the Interested Party shall be solely in Inspire's discretion. This Agreement shall not require Inspire to disclose any information or to require the consummation of any transaction in connection with the Business Exploration and Evaluation or otherwise. This Agreement shall not create any joint venture or partnership. Neither Inspire nor the Interested Party shall have any obligation to engage the other for any purpose, pay any amount for goods or services, or otherwise enter into any transaction, except as otherwise provided in a separate written agreement executed and delivered by the Parties. Inspire does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither Inspire nor its Personnel will be subject to any liability resulting from the use of the Confidential Information by the Interested Party or its Personnel.

8. Relief. The Confidential Information of each Party is of such a character that Inspire would suffer unfair competition and irreparable harm by its unauthorized use or disclosure. Consequently, Inspire shall be entitled to injunctive relief to remedy or prevent any actual or threatened breach of this Agreement, such relief to be in addition to any other remedies provided by law, equity or otherwise.

9. Ongoing Developments. Inspire acknowledges that the Interested Party may have developed, may be developing now or in the future, or may receive from third parties information that is similar to the Inspire's Confidential Information. Accordingly, nothing in this

Agreement shall be construed to restrict the Interested Party from developing or having products, concepts, systems, or techniques developed that are similar to or compete with the products, concepts, systems or techniques contemplated by the Business Exploration and Evaluation or embodied in the Confidential Information of the Inspire, provided that any such actions are carried on by the Interested Party without violation of this Agreement.

10. Ownership. Nothing in this Agreement shall be construed to convey to the Interested Party, either expressly or by implication, any right, title or interest in Inspire's Confidential Information or in any patent, copyright, trade secret or other right, whether intellectual or otherwise, related thereto or to convey any right to make, use, sell, exploit or develop further Inspire's Confidential Information, and the Confidential Information will remain the exclusive property of Inspire.

11. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties, their affiliates, their Personnel and their successors and assigns. This Agreement (a) contains the complete and exclusive agreement between the parties concerning its subject matter, (b) supersedes any prior or contemporaneous agreements, representations or understandings, written or oral, between them relating to its subject matter, and (c) may not be modified, supplemented, or waived, in whole or in part, except by an agreement in writing signed by the Parties. No partial exercise of any right or power will preclude further exercise of that or any other right or power. The rule of construing ambiguities against the drafter will not apply to this Agreement. If any part or application of this Agreement is held invalid, then it will be modified to the extent necessary to make it valid and as best to advance the spirit of the Agreement. This Agreement shall be governed by Minnesota law, without regard to its choice of law provisions. Any dispute relating to this Agreement will be resolved in a court in Minnesota.

12. In the event that the parties execute this Agreement by exchange of facsimile or electronically signed copies (PDF), the parties agree that upon being signed by both Parties, this Agreement shall become effective and binding, and that such facsimile or electronically signed copies will constitute evidence of the existence of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the _____ day of _____, 20____ "Effective Date".

INSPIRE MEDICAL SYSTEMS, INC

("Inspire")

By:

Title:

Date:

("Interested Party")

By:

Title:

Date: