

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is made as of [_____], 20__ (the “**Effective Date**”) by and between Mevion Medical Systems, Inc., a Delaware Corporation having a place of business at 300 Foster Street, Littleton, MA 01460, its subsidiaries, affiliates and divisions (“**Mevion**”), and [_____] a [_____] corporation having a place of business at [_____] (“**Recipient**”), with both Mevion and Recipient being sometimes referred to in this Agreement as “a Party” or “the Parties”.

1. **Purpose.** This Agreement is made in order for Mevion to disclose to Recipient, during the term of this Agreement, such technical, business and financial information as Mevion may elect to disclose so that Recipient may use the same solely for the purpose (i) of evaluating a potential business relationship between the parties and (ii) meeting its obligations in a business relationship should the parties enter into one (the “**Purpose**”).

2. **Confidential Information.** As used herein, “**Confidential Information**” means any and all technical, business and financial information, including third party information, that is made available or disclosed by Mevion, in whatever form or medium (regardless of whether tangible, intangible (e.g., electronic), visual, or oral, and provided that it is marked, described or otherwise identified as “Confidential Information”, to the receiving party), to Recipient, before or after the Effective Date. “Confidential Information” includes but is not limited to: (a) patents and patent applications; (b) trade secrets; and (c) other proprietary or confidential information related to current, future, and proposed products and/or services of Mevion, ideas, techniques, drawings, works of authorship, inventions, designs, methods, know-how, systems, processes, specifications, apparatuses, equipment, blueprints, software programs, customer information, financial information, pricing information, personnel information, business plans, projects, plans and proposals.

3. **Obligations.** Recipient agrees: (a) to use Mevion’s Confidential Information solely for the Purpose and for no other reason; (b) to take adequate measures to protect the confidentiality of Mevion’s Confidential Information; (c) not to disclose or make available, directly or indirectly, any of Mevion’s Confidential Information to anyone, except to Recipient’s (i) employees, (ii) professional advisers (e.g., lawyers and accountants), and (iii) other authorized representatives approved in advance in writing by Mevion who in each case have a “need to know” the information for the Purpose and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; (d) to notify appropriately such employees, professional advisors and authorized representatives that the disclosure is made in confidence and to require them to keep the same in confidence in accordance with the terms and conditions of this Agreement, and to enforce those terms and conditions; and (e) if directed, to limit as directed the number of copies made of Mevion’s Confidential Information. Recipient agrees to immediately notify Mevion upon discovery of any loss or unauthorized disclosure of Mevion’s Confidential Information, and to remedy any such loss or unauthorized disclosure as reasonably requested by Mevion.

4. **Exceptions.** The obligations and restrictions imposed by this Agreement will not apply to any Confidential Information that: (a) Recipient can show by written record was already known to Recipient prior to Mevion’s disclosure; (b) is or becomes publicly available

through no fault of Recipient; or (c) is obtained by Recipient from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed. For purposes of the immediately preceding sentence, aggregated information is not “publicly available” merely because the individual elements of such aggregated information are known to the general public. If Recipient is required by law to make any disclosure of any of the Confidential Information of Mevion, by subpoena, judicial or administrative order or otherwise, where legally permissible, Recipient shall first give written notice of such requirement to Mevion, and shall permit Mevion to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Mevion in seeking to obtain such protection.

5. **Handling of Information and Materials.** Recipient will not reproduce Mevion’s Confidential Information in any form except as required to accomplish the Purpose. All reproductions of any of Mevion’s Confidential Information, whether supplied by Mevion or made by or for Recipient, will remain the property of Mevion and will contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by Mevion. Upon termination or expiration of this Agreement, or upon Mevion’s request, Recipient will promptly return to Mevion or destroy, at Mevion’s election, all documents and other tangible materials representing Mevion’s Confidential Information and all copies thereof and to certify the return or destruction of all such documents and other tangible materials; provided, however, that Recipient may retain a summary description of Mevion’s Confidential Information for archival purposes, provided that such retained copies of such Confidential Information shall continue to be held subject to the confidentiality provisions contained in this Agreement.

6. **No Other Rights.** Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any of Mevion’s Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any of Mevion’s Confidential Information, except for the Purpose. This Agreement imposes no obligations on either party to exchange Confidential information or to purchase, sell, license or otherwise transact in any technology, services or products. None of Mevion’s Confidential Information or accompanying information which may be disclosed by Mevion will constitute any representation, warranty, assurance, guarantee, or inducement by Mevion as to the non-infringement of patents, trademarks, copyrights, or any intellectual property rights or other rights of third persons. Disclosure by Mevion of Confidential Information does not constitute a warranty that the Confidential Information is accurate, complete, or adequate for the Purpose.

7. **Term and Termination.** This Agreement will terminate 5 years from the Effective Date unless terminated earlier by either party at any time upon thirty (30) days written notice to the other party. The obligations of Recipient with respect to all Confidential Information that is received under this Agreement shall survive termination and shall remain in effect for a period of five (5) years from the Effective Date.

8. **Notice.** Any notice to be given hereunder by either party to the other will be in writing addressed to the address set forth above (unless either provides written notice of a

different address) and will be deemed given: (a) upon delivery if sent by facsimile, email or by overnight courier; or (b) three (3) days after deposit in the mail if sent by pre-paid, certified mail, return receipt requested mail.

9. **Warranty.** Mevion warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY MEVION UNDER THIS AGREEMENT. ANY INFORMATION DISCLOSED BY MEVION UNDER THIS AGREEMENT IS PROVIDED “AS IS.”

10. **General.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof. The headings to sections of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of any provision hereof. No provision of this Agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of Massachusetts, without reference to conflict of laws principles. Any dispute under this Agreement may be brought in the state courts and the Federal courts located in Massachusetts, and the parties hereby consent to the personal jurisdiction and venue of these courts. Recipient acknowledges that its breach of this Agreement will cause irreparable damage to Mevion and hereby agrees that Mevion will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction without the necessity of proving actual damages or posting any bond or other security. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and 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 or applicable court decisions. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Mevion. Each party’s obligations under this Agreement will be binding on such party’s heirs, successors and assigns. Recipient will not export, re-export or divert, directly or indirectly, any Confidential Information acquired from Mevion under this Agreement or any product utilizing any such Confidential Information for which the government of any country or any governmental agency thereof requires an export license or other governmental approval without first: a) informing Mevion of its desire to export, re-export or divert Confidential Information and b) obtaining such license or approval. Facsimile and electronic signatures will have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their duly authorized officers as of the Effective Date.

MEVION MEDICAL SYSTEMS, INC.	[TYPE IN RECIPIENT NAME]
By: _____	By: _____

Name: _____	Name: _____
Title: _____	Title: _____