

FMTVDM FRONTIER

Fleming Method for
Tissue and Vascular
Differentiation and
Metabolism



FMTVDM - Patented
(U.S. Patent No. 9566037B2)

Non-Disclosure Agreement

This Agreement is made as of [Date], by and between:

Disclosing Party: *Richard M. Fleming, PhD, MD, JD*; FMTVDM Patent Inventor and Owner;
Director, FMTVDM FRONTIER Consortium

Receiving Party: [Insert full legal name of recipient entity or individual] [Address;
Country]; hereinafter referred to as “recipient”.

RECITALS

WHEREAS, Dr. Fleming possesses valuable information, data and know-how relating to,
among other things, FMTVDM (U.S. patent # 9566037B2) described in “Confidential
Information” below;

WHEREAS, Recipient is interested in receiving such Confidential Information to determine the desirability of entering into a business and research relationship with Dr. Fleming; and

WHEREAS, Recipient acknowledges that Dr. Fleming has invested substantial funds and effort in developing the Confidential Information.

AGREEMENT

NOW, THEREFORE, Dr. Fleming and Recipient agree as follows:

1. Purpose.

Dr. Fleming and Recipient(s) wish to explore a business opportunity of mutual interest and in connection with this opportunity, Dr. Fleming may disclose to Recipient certain confidential technical, intellectual and business information which Dr. Fleming requires that Recipient treat as confidential.

This Agreement governs the disclosure and protection of proprietary and confidential information relating to the FMTVDM platform—including but not limited to patented methodologies, imaging protocols, tracer uptake dynamics, regulatory documentation, anatomical graphics, branding elements, and strategic business plans.

2. Definition of Confidential Information

“Confidential Information” means any information disclosed to Recipient by Dr. Fleming, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples and Dr. Fleming’s materials, facilities and equipment and all information relating to Dr. Fleming’s potential and proposed licensees (including, without limitation, their identity, location, principal contacts, product preferences and pricing schedules).

Confidential Information may also include information disclosed to Dr. Fleming by third parties.

Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Dr. Fleming; (ii) becomes publicly known and made generally available after disclosure to Recipient by Dr. Fleming through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Dr. Fleming as shown by Recipient's files and records immediately prior to the time of disclosure.

"Confidential Information" includes all technical, financial, branding, anatomical, and clinical materials exchanged under this Agreement, including but not limited to, whether in oral, written, electronic, or graphical form. This includes, but is not limited to:

- U.S. Patent No. 9566037B2
- Tracer distribution protocols (FDG, ammonia-N13, oxygen-15, Tc-99m)
- Quantitative flow and endothelial priming methodologies
- FMTVDM visual assets and trade dress
- FMTVDM computer program and software
- FMTVDM proprietary equations
- FMTVDM quantitative calibration

3. Ownership and Intellectual Property

All rights to Confidential Information, including patents, trademarks, and copyright, remain exclusively with Dr. Richard M. Fleming. No license or transfer of ownership is implied or granted.

4. Non-Use and Non-Disclosure & Non-Solicitation.

Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential contractual relationship between Recipient and Dr. Fleming. Recipient agrees not to disclose any Confidential Information to third parties or to

employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated contractual relationship.

Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Dr. Fleming's Confidential Information and which are provided to Recipient hereunder. Recipient may not for a period of ten (10) years following the date of this Agreement, directly or indirectly solicit, influence or entice, or attempt to solicit, influence or entice, any employee, consultant, customer, distributor, partner, joint venturer or supplier of Dr. Fleming to cease his or her relationship with the other party; or solicit, influence, entice or in any way divert any employee, consultant, customer, distributor, partner, joint venturer or supplier of the other party to do business directly with or in any way become associated with Recipient or any competitor of Dr. Fleming.

5. Maintenance of Confidentiality.

Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.

Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Dr. Fleming. Recipient shall reproduce Dr. Fleming'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. Recipient shall immediately notify Dr. Fleming in the event of any unauthorized use or disclosure of the Confidential Information.

The Receiving Party agrees:

- Not to disclose, copy, or use any Confidential Information except as explicitly authorized

- To restrict access to the Confidential Information to employees, agents, or affiliates who need to know and are bound by confidentiality obligations
- To take all reasonable measures to protect the secrecy and prevent unauthorized use or disclosure
- To take all legal measures to protect Dr. Fleming's intellectual property and contract agreements with Recipient in Recipient's own Courts and the jurisdictions noted below.

6. Obligations of Receiving Party

Nothing herein shall obligate Dr. Fleming or Recipient to proceed with any contractual agreement or transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the contractual opportunity.

7. No Warranty.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DR. FLEMING MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials.

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Dr. Fleming and shall be promptly returned to Dr. Fleming upon Dr. Fleming's request.

In no event shall the Recipient have the right to use or exploit Residuals for any purpose after return of Confidential Information to Dr. Fleming. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipient or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.

9. No License Guarantee.

Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Dr. Fleming, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

10. Duration

This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

11. Legal Compliance and Jurisdiction

This Agreement shall be governed by:

- The **U.S. Court of Appeals for the Federal Circuit of the United States of America** and Recipient agrees to be bound by the rulings of this Court
- The **World Intellectual Property Organization (WIPO)** framework

Disputes arising shall be resolved by arbitration in the U.S. Court of Appeals for the Federal Circuit of the United States of America, Washington, D.C., USA pursuant to intellectual property and contractual laws and judgment may be entered in any court of competent jurisdiction.

12. Remedies.

Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Dr. Fleming, entitling Dr. Fleming to obtain injunctive relief in addition to all legal remedies. The parties agree to abide by U.S. laws governing contracts and intellectual property of Dr. Fleming.

In case of breach, the Disclosing Party shall be entitled to equitable relief, including injunctions and monetary damages, as well as recovery of legal costs.

13. Recipient Information.

Dr. Fleming does not wish to receive any confidential information from Recipient, and Dr. Fleming assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

14. Miscellaneous.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the U.S. Court of Appeals for the Federal Circuit of the United States of America without reference to conflict of laws principles.

15. Entire Agreement & Modifications

This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement below to indicate their acceptance of its terms.

Director, FMTVDM FRONTIER Consortium	Recipient Country Representative
Richard M Fleming, PhD, MD, JD	Name (printed):
Signature of Dr. Fleming	Signature of Recipient Nation Representative
Date	Date

Name and Signatures of additional representatives from Recipient nation:

Recipient Nation Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Nation Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Nation Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Nation Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Nation Representative

Name: _____

Title: _____

Signature: _____

Date: _____

If additional signatures are indicated, please use the above format and include before returning to Dr. Fleming.

This signed and dated form should be returned to: FMTVDM2025@gmail.com