

UNIVERSITY PHYSICIANS
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Columbia, Missouri 65212

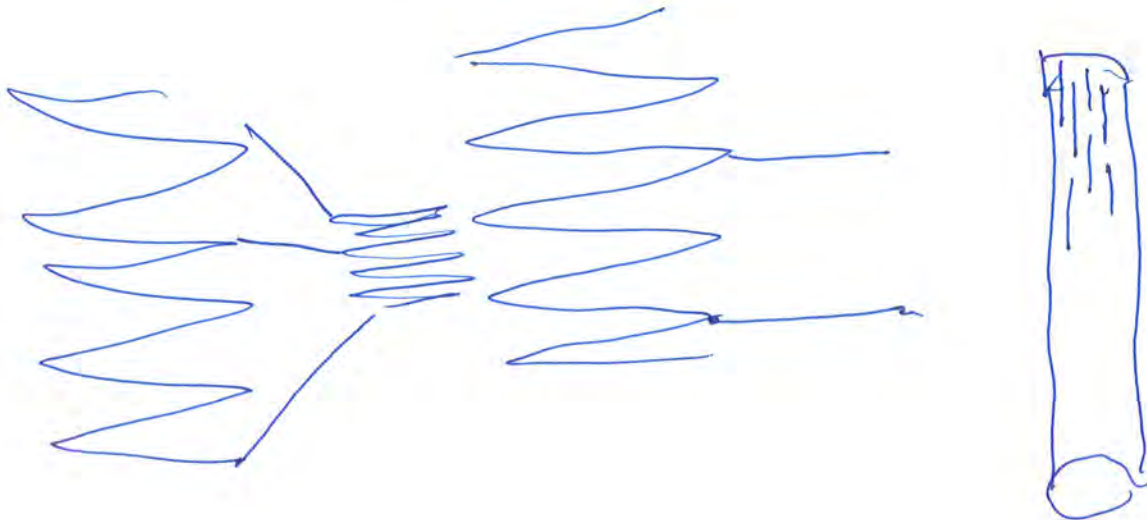
**DIVISION
OF
CARDIOLOGY**

Fax

To: Chip Galatz From: Dr T. Norred
Fax: 650-470-6434 Pages: 3
Phone: _____ Date: 9/26
Re: _____ CC: _____

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MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement sets forth the terms pursuant to which Dr. Troy Norred and GUIDANT CORPORATION and any subsidiaries, divisions and affiliates ("Guidant") will provide each other with certain information on percutaneous heart valves in consideration of a possible transaction between the parties. The information to be provided relates to medical devices or procedures and the application of this information to a possible transaction between the parties. It is contemplated that during the course of this effort information will be disclosed that Dr. Troy Norred and Guidant each consider to be proprietary and confidential ("Confidential Information").

Each party will maintain in confidence all Confidential Information disclosed to it by the other party. Neither party will disclose such Confidential Information to any third person without express written permission from the other party.

The Confidential Information disclosed will be used solely for the purpose of evaluating a possible transaction between Dr. Troy Norred and Guidant. Each party will restrict transmission of such Confidential Information to those directors, officers, employees, advisors and representatives of advisors who need to know such Confidential Information for the purpose of evaluating any such possible transaction and will inform such persons of the confidential nature of the Confidential Information.

The mutual obligations of confidentiality and non-use will expire five (5) years from the date of this Agreement, and will not apply to Confidential Information that:

- (a) Was known to the public or to the receiving party prior to disclosure;
- (b) becomes known to the public through no breach of this Confidentiality Agreement by the receiving party;
- (c) is disclosed to the receiving party by a third person having a legal right to make such disclosure;
- (d) is required to be disclosed in compliance with a governmental regulation, provided that the receiving party shall notify the disclosing party in advance of any such disclosure, if feasible; or
- (e) is developed independently of the information provided by the disclosing party.

All information the disclosing party deems confidential and proprietary and subject to this Agreement will be marked by the disclosing party as "Confidential". Oral information disclosed shall be reduced to writing by the disclosing party, marked "Confidential", and delivered to the receiving party within 10 days of disclosure.

In the event that Guidant and Dr. Troy Norred decide not to proceed with any transaction which is the subject of this Agreement, the receiving party will promptly, upon the disclosing party's written request: (i) return to the disclosing party all written material disclosed by the disclosing party subject to this Agreement; and (ii) destroy or send to the disclosing party all documents, memoranda, notes and other writings prepared by the receiving party based on Confidential Information disclosed by the disclosing party subject to this Agreement. The receiving party will not retain copies, extracts or other reproductions in whole or in part of the materials referred to in (i) and (ii), except that one complete set may be retained in the legal files of the receiving party.

Neither party will publicize the existence of discussions between the parties or the terms of this Agreement without express written permission from the other.

This Agreement may be executed in separate counter parts, and by facsimile, each of which will be deemed an original, and when executed separately or together, will constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument.

Agreed to effective as of 9/25, 2000.

DR. TROY NORRED

BY: 

GUIDANT CORPORATION

 BY: _____

NAME (PRINT): _____

TITLE: _____

