

In consideration of my potential or continued business relationship or association with Baxter Healthcare Corporation or one of its affiliated companies, successors or assigns, (together "Baxter")

I, [REDACTED], (INSERT NAME) individually and on behalf of my employer, agree to the following terms and conditions of association:

1. (a) I understand that during the course of my association with Baxter, I may acquire or have access to information that is confidential and of great value to Baxter. This information may include the nature of research and/or development projects as well as data relating to them; it may further include, without limitation, products, customers, suppliers, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Baxter receives from third parties (collectively, for purposes of this Agreement, "Confidential Information").  
  
(b) I agree to use Confidential Information only for the direct and sole benefit of Baxter, and I will not disclose Confidential Information to others without the express written authorization of Baxter.  
  
(c) I agree that the foregoing restrictions on the use and disclosure Confidential Information shall continue for seven (7) years following the date of this Agreement, and shall survive termination of my association with Baxter. I understand further that the foregoing restrictions do not apply to information which I can establish by my written records was in my possession prior to disclosure by Baxter to me, or is or becomes public knowledge through no fault of my own, or which I acquire from others not under obligation of secrecy to Baxter.
2. I will not remove from Baxter's premises any documents, files, records, correspondence, notes, or other papers (including copies) relating to the business of Baxter, except as my association shall require and with permission of an authorized Baxter representative, and in such cases I will promptly return such items to Baxter upon request or upon termination of my association.
3. If during my association with Baxter I am given, or prepare or produce, any drawings, samples, prototypes, products or equipment according to Baxter's specifications, or prepare or produce any such item that incorporates any of Baxter's ideas or technology, I agree not to show or display to any third party, nor in any manner publicly use, or give, distribute, transfer or sell, to any third party any of the aforesaid items without first obtaining the express written permission of Baxter.
4. I will not disclose to any third party in any manner whatsoever the fact or nature of my association with Baxter without first obtaining the express written permission of Baxter.
5. I understand that, in the absence of a separate agreement to the contrary, Baxter is not willing to accept on a confidential basis any information, suggestion or idea belonging to me or my employer. I therefore agree that if I do disclose such information, suggestion or idea to Baxter, Baxter shall have no liability to me or my employer because of Baxter's disclosure or use of such information, suggestion or idea, except liability for infringement of any valid patent now or hereafter issued thereon.
6. Nothing contained in this Agreement shall be construed as Baxter granting or conferring to me any rights by license or otherwise, whether express or implied, for any invention, discovery, improvement, patent right, copyright, trademark or other intellectual property right made, conceived, or acquired by Baxter prior to or after the date of this Agreement.

7. The obligation of this Agreement shall not be altered, amended or superseded by any subsequent agreement except by written instrument signed by both parties.

8. This Agreement shall be governed by the laws of the State of Illinois without regard to conflict of law provisions.

Dated this [ ] day of [ ], 200[ ]

Signature: [ ]

Insert Name of Company

Title: [ ]

Accepted:

**Baxter Healthcare Corporation**

Name: [ ]

Signature: [ ]

Title: [ ]