

[Boston Scientific NDA (starts on next page)]

# EXHIBIT M

# Boston Scientific

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into November 26, 2002, between Boston Scientific Corporation (including its subsidiaries, collectively identified herein as "BSC"), a corporation with a place of business at One Boston Scientific Place, Natick, MA 01760-1537 and Leader Technologies Incorporated, 91 Eastwind Drive, Suite 118, Westerville, OH 43081, attn: Michael McKibben, Chairman and Chief Executive Officer.

**WHEREAS**, each party has developed or owns technical, operational, and business information which it deems proprietary; and

**WHEREAS**, the Parties agree that to facilitate possible future business arrangements concerning secure, web-based collaboration technology for BSC's clinical organization to share/store sensitive information with BSC's external clinical partners (the "Project"), it may be necessary to exchange certain information on a confidential basis;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from the exchange of information, the Parties agree as follows:

"Information" is defined as communication or data, in any form, including but not limited to oral, written, graphic or electromagnetic forms and physical observation.

"Proprietary Information" is defined as that information which a Party desires to protect against unrestricted disclosure or competitive use, and which is designated as such in the manner provided by this Agreement.

All information which is disclosed by one Party to the other Party and which is to be protected hereunder as Proprietary Information of the disclosing Party:

- (a) If in writing or other tangible form, shall be conspicuously labeled as proprietary at the time of delivery; and
- (b) If oral, or is disclosed by observation or viewing, shall be identified as proprietary prior to disclosure; and after disclosure shall be reduced to writing or other tangible form, within thirty (30) business days thereafter, and delivered to the receiving party.

Proprietary Information of a disclosing Party shall be treated and safeguarded hereunder by the receiving Party for a period of five (5) years from the date of disclosure and with the same degree of care with which it treats its own Proprietary Information of like character. The receiving Party warrants that it applies reasonable safeguards against the unauthorized disclosure and use of Proprietary Information.

The receiving Party agrees that (i) any Proprietary Information disclosed hereunder shall be used by the receiving Party solely for the purpose of evaluating the mutual interests of the Parties in the Project and (ii) it will not distribute, disclose, or disseminate Proprietary Information to anyone except its employees and consultants who are involved in the consideration or evaluation of the Project, unless and until such time as:

*MITM*  
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HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

LTI\_006469

DEFENDANT'S EXHIBIT  
DTX 0736  
CASE NO. 1:08-CV-00862-LPS

- (a) Such Information is generally available to the public, through no fault of the receiving Party, its employees or consultants, and without breach of this Agreement; or
- (b) Such Information is already in the possession of the receiving Party, its employees or consultants without restriction and prior to any disclosure hereunder, as evidenced by appropriate documentation; or
- (c) Such Information is or has been lawfully disclosed to the receiving Party, its employees or consultants by a third party without an obligation of confidentiality upon the receiving Party; or
- (d) Such Information can be shown to have been developed independently by employees or consultants of the receiving Party without use of the Information disclosed hereunder, as evidenced by appropriate documentation.

If disclosure is required by order of a competent court, the receiving Party will give the disclosing Party prior written notice sufficient for the disclosing Party to seek appropriate protective orders.

Except as expressly provided herein, no license or right is granted by either Party to the other Party under any patent, patent application, trademark, copyright or trade secret.

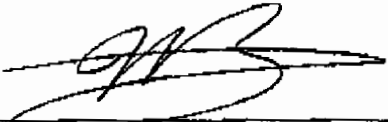
All Information furnished by one Party to the other Party shall remain the property of the disclosing Party. At the written request and instruction of the disclosing Party, all Information in the possession of the receiving Party which is Proprietary Information shall be returned to the disclosing Party, except for one archival copy.

This Agreement is governed by the laws of The Commonwealth of Massachusetts, USA, without regard for the conflicts of law provisions.

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them.

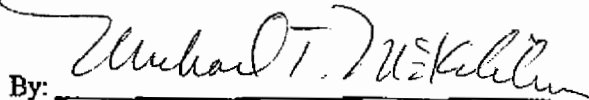
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives as of the date first written above.

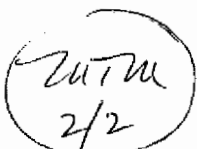
**BOSTON SCIENTIFIC CORPORATION**

By:   
 Name: Vance R. Brown  
 Title: Corporate Counsel

M:\Legal\VRB\2way

**ACCEPTED AND AGREED TO:**

By:   
 Name: MICHAEL T. MCKELVEY  
 Title: CEO  
 Date: December 7, 2002



Leader.

921 Eastwind Drive  
Suite 118  
Westerville, Ohio 43081  
USA

614 890.1986 VOICE  
614 864.7922 FAX




# Fax

*Boston Scientific*  
 To: *ATTN: Debbie Rollins* From: *Michael T. McKibben*  
 Fax: *508-650-8558* Pages: *3 TOTAL*  
 Phone: *508-650-8234* Date: *DECEMBER 7*  
 Re: *NDA - signed* CC:

Urgent     For Review     Please Comment     As Requested     Please Reply     For Your Use

*Hi Debbie,*  
*We are verdy to get moving.*  
*Let me know next steps/*  
*action items.*

*Sincerely,*  


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## Contact Information

### GENERAL

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[www.leader.com](http://www.leader.com)

**Boston Scientific Corporation**  
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### KEY LEADER PERSONNEL

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### KEY BOSTON SCIENTIFIC PERSONNEL

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**Dave Hahn**  
[dave.hahn@bsci.com](mailto:dave.hahn@bsci.com)

### HELP DESK

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**Tier 1** (614) 865-9903  
[support@leader.com](mailto:support@leader.com)

**Tier 2** (937) 672-0354  
(24x7) [oncall@leader.com](mailto:oncall@leader.com) (goes to multiple support people + on-call pager)

### SCHEDULED MAINTENANCE

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Five (5) day's advance notice to be sent to [hahnd@bsci.com](mailto:hahnd@bsci.com) at Boston Scientific Corporation.

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Category	Your Information
*UserID	<b>bsci</b>
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*Last Name	<b>Hahn</b>
Middle Initial	
Title	
Company Name	<b>Boston Scientific Corporation</b>
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Address 2	
City	<b>Natick</b>
State	<b>Massachusetts</b>
*Zip or Postal Code	<b>01760</b>
*Country	<b>United States</b>
Send Promotional Emails to Me?	<input type="checkbox"/>
Make International Calls?	<input type="checkbox"/>
*Primary Teleconferencing Number	<b>5086508093</b>
Secondary Business Telephone No.	
Other Telephone No.	
Mobile Phone No.	
Fax No.	
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*Verify E-mail Address	<b>mmckibben@leader.com</b>
*Your LeaderPhone[r] Password	<b>*****</b>
Password Hint	<b>simple series of numbers</b>
Your home Time Zone	<b>CST - Central Standard Time</b>
*Name on the Credit Card	<b>Dave Hahn</b>
*Credit Card Type	<b>Visa</b>
*Credit Card Number	<b>*****1111</b>
*Card Expiration Date	<b>08/2006</b>

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