

**UNITED STATES DISTRICT COURT
DISTRICT OF MONTANA**

LORI MARTINEZ,

No. 9:17-CV-00002-DLC

Plaintiff,

VS.

**HOWMEDICA OSTEONICS
CORPORATION, Defendant.**

EXHIBIT A - AGREEMENT TO MAINTAIN CONFIDENTIALITY

The undersigned hereby acknowledges and says:

1. I hereby attest to my understanding that information or documents designated “Confidential Discovery Material” are provided to me pursuant to the terms and conditions and restrictions of the Protective Order entered _____, 2017 (the “Protective Order”), in the above captioned matter, that I have been given a copy of and have read the Order, and that I hereby agree to be bound by its terms. I also understand that my execution of this Agreement to Maintain Confidentiality, indicating my agreement to be bound by the Protective Order, is a prerequisite to my review of any information or documents designated as “Confidential” or “Trade Secret” pursuant to the Protective Order.

2. I further agree that I shall not disclose to others, except in accordance with the Protective Order, such Confidential Discovery Material, including notes or other memoranda or writings regarding the Confidential Discovery Material, and that such Confidential Discovery Material shall be used only for the purposes authorized by the Protective Order.

3. I further agree and attest to my understanding that my obligation to honor the confidentiality of such information or documents will continue even after the termination of this lawsuit.

4. I further agree to return all copies of any Confidential Discovery Material I have received to counsel who provided it to me no later than 30 days after the conclusion of this litigation, or at such other time as provided for by the Protective Order or agreed to by the producing party.

1 5. I further agree and attest to my understanding that, in the event that I fail to abide
2 by the terms of the Protective Order, I may be subject to sanctions, including contempt of Court,
3 for such failure and further understand that I may subject myself to personal liability for civil
4 money damages resulting from claims of injury based on the improper disclosure of Confidential
5 Discovery Material. I further agree to be subject to the jurisdiction of the Court for the purpose of
6 any proceedings related to enforcement of the Protective Order.

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10 Signature

11 Printed Name

12 Street Address, City, State and ZIP

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14 Telephone Number

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