

CONFIDENTIALITY NON DISCLOSURE AGREEMENT

This Confidentiality Nondisclosure Agreement ("Agreement") dated _____, _____, is between _____, hereafter known as ("_____") and _____, hereafter known as ("_____").

WHEREAS, in the course of transacting business between the parties hereto, it may be necessary and desirable for either party to disclose proprietary or confidential information, the parties hereto agree as follows:

All information and documents given to the other party shall be considered either proprietary or confidential, whether or not marked as such, and shall be subject to the terms of this Agreement.

THEREFORE, In consideration of each party making the confidential information available to the other party, the parties agree as follows:

- (i) Each party warrants that it will retain all information belonging to the other party in strictest confidence and will neither use it nor disclose it to a third party, other than its employees having a need to know, without the explicit written permission of the other party.
- (ii) Each party will limit the number of copies made of such information to those necessary and will reproduce a legend as to confidentiality or secrecy on each copy.
- (iii) Each party will use substantially the same care to maintain the confidentiality of such information as the party uses with respect to its own similar information, but in no event less than reasonable care.

For purposes of this Agreement, proprietary and confidential information will include all internal business practices, software, information contained on LANs, computers or other magnetic media, devices, concepts, prototypes, inventions (some of which may be patentable), patent applications, designs, know-how, plans for development of new technology, procedures, informational plans, strategies, business records, including but not limited to information concerning members, providers, reimbursements, rates, products, pricing, the identity of each party's customers, each party's methods of doing business, and financial information regarding each party's customer contracts, both detailed information and the basic nature of the information, and contracts or business methods, in any form whatsoever.

The parties recognize that irreparable harm can be occasioned to the other party by disclosure of information relating to its business and any violation of this Agreement shall entitle the offended party to injunctive relief in addition to, and not in lieu of, any damages to which the offended party may be entitled. If party discloses confidential property or proprietary information of the other party to a third party in violation of this agreement, the offending party will provide all reasonable assistance to the other party in obtaining retrieval of the information and shall hold harmless and indemnify the non-offending party from any claims, actions or suits arising out of the violation of this Agreement.

Notwithstanding anything to the contrary, neither party shall have an obligation to preserve the confidentiality of any information which:

- (i) has been previously published or is now or becomes public knowledge through no fault of such party;
- (ii) at the time of disclosure is already in the lawful possession of such party;
- (iii) was made available to such party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information;
- (iv) is independently developed by such party;
- (v) constitutes know-how which in ordinary course becomes indistinguishable from the know-how of such party;
- (vi) is in response to a valid order by a court of competent jurisdiction or otherwise required by law.

At the termination of the relationship requiring the disclosure of proprietary and confidential information, the receiving party will promptly, upon the request of the disclosing party, deliver to the disclosing party all documents or other matters furnished to the receiving party constituting proprietary or confidential information, without retaining any copy thereof. In the event of such request, all other documents or other matters constituting or notes or other materials containing proprietary or confidential information of the other party will be destroyed (including all electronic images of proprietary or confidential information), and such party will certify in writing that all proprietary or confidential information has been returned or destroyed.

The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of law principles. The parties agree that the courts of Duval County, Florida, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts for the limited purposes stated herein. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. There are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this instrument to be duly executed as of the date above written.

ACCEPTED BY _____

ACCEPTED BY _____

Signed

Signed

Printed Name

Printed Name

Title

Title

Organization Name

Organization Name

Address

Address

Address

Address

Phone

Phone

Tax Identification Number