**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

 This **MUTUAL** **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is made as of the date of signature (hereinafter “**Effective Date**”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Potential Collaborator) 4N Healthcare Consulting, LLC.**

**W I T N E S S E T H**

 **WHEREAS**, Group will furnish certain confidential and proprietary information to Potential Collaborator (“**Group Confidential Information**”), in order for Potential Collaborator to review, analyze and evaluate such Group Confidential Information to determine whether the parties desire to engage in discussions regarding potential business arrangements between the parties (the “**Potential Transaction**”); and

 **WHEREAS**, Potential Collaborator will furnish certain confidential and proprietary information to Group (hereinafter “**Potential Collaborator Confidential Information**”), in order for Group to review, analyze and evaluate such Potential Collaborator Confidential Information for the Potential Transaction; and

**WHEREAS**, Group Confidential Information and Potential Collaborator Confidential Information, individually and collectively, furnished on or after the date hereof, in writing, verbally or visually, and all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents incorporating or interpreting that information, will be referred to as “**Confidential Information**”, the party receiving Confidential Information will be referred to as the “**Receiving Party**,” and the party disclosing the Confidential Information will be referred to as the “**Disclosing Party**”; and

 **WHEREAS**, each Disclosing Party desires to protect and preserve its rights in the Confidential Information it discloses to the Receiving Party, and consequently requires the Receiving Party to agree, as set forth below, to treat confidentially all information disclosed pursuant to this Agreement confidentially.

 **NOW, THEREFORE**, for and in consideration of the mutual disclosure of Confidential Information and other good and valuable consideration, the receipt and adequacy of which are acknowledged and confessed, the parties hereto agree as follows:

 1. Receiving Party recognizes and acknowledges that the Confidential Information of the Disclosing Party is comprised of confidential and proprietary information regarding the Disclosing Party. The Receiving Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information. The Receiving Party shall not use any of the Confidential Information for any reason or purpose, directly or indirectly, other than the Potential Transaction. Without limiting the generality of the foregoing, the Receiving Party shall not use any of the Confidential Information in a manner that is detrimental or adverse to the interests of the Disclosing Party.

2. The Receiving Party shall ensure that the Confidential Information shall not, without the prior written consent of the Disclosing Party be disclosed in any manner whatsoever, in whole or in part, to any third party without the consent of the Disclosing Party. The Receiving Party may disclose the Confidential Information to employees whom the Receiving Party reasonably determines need access to the Confidential Information for the Potential Transaction on behalf of the Receiving Party. The Receiving Party shall inform all of its employees and agents who receive the Confidential Information of the confidential and proprietary nature of the Confidential Information and shall direct all such persons to treat the Confidential Information confidentially and not to disclose the Confidential Information to third parties or use the Confidential Information for any purpose other than the Potential Transaction. The Receiving Party shall be responsible in any event for any breach of this Agreement by any of their employees or agents and shall make all necessary and appropriate efforts to safeguard the Confidential Information from disclosure to third parties.

 3. The Receiving Party shall not disclose to any third party that the Disclosing Party has disclosed any of the Confidential Information to it, or that the Receiving Party is reviewing and evaluating the Confidential Information.

 4. This Agreement shall not apply to such portions of the Confidential Information which (i) are or become generally available to the public through no fault or action by the Receiving Party or its agents, (ii) become available to the Receiving Party on a non-confidential basis, which is not prohibited from disclosing such portions of the Confidential Information to the Receiving Party by a contractual, legal or fiduciary obligation to the Disclosing Party; or (iii) Receiving Party can demonstrate were or are developed by Receiving Party independently of its knowledge of or access to the Disclosing Party’s Confidential Information.

 5. In the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall use its reasonable efforts under the circumstances to provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall use reasonable efforts to furnish only that portion of the Confidential Information which is legally required to be furnished.

 6. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the Disclosing Party preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder. It is further understood and agreed that money damages alone would not constitute a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance and injunctive relief, without the necessity of posting a bond, cash or otherwise, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies available to the Disclosing Party for a breach of this Agreement by the Receiving Party, but shall be in addition to all other remedies available to the Disclosing Party at law or in equity. If court proceedings are instituted by reason of a breach or violation hereof and the Disclosing Party prevails, it will receive, in addition to any injunctive relief and any damages awarded, its reasonable attorney’s fees, court costs and related expenses.

 7. The Receiving Party shall return the Confidential Information to the Disclosing Party immediately upon the Disclosing Party’s request. As to that portion of the Confidential Information which constitutes projections, appraisals, memoranda, notes, analyses, compilations, studies and other documents, including copies or extracts thereof, prepared by the Receiving Party or its agents, the Receiving Party shall either deliver same to the Disclosing Party immediately upon the Disclosing Party’s request or shall destroy them and deliver a letter to the Disclosing Party acknowledging the destruction of such portion of the Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain one copy of the Disclosing Party’s Confidential Information solely for archival and compliance purposes.

 8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, agents, successors and assigns.

9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without application of principles of conflicts of law. The parties consent to the exclusive jurisdiction of the courts of Collin County, State of Texas in connection with any action arising from or in connection with this Agreement.

 11. During the period commencing on the date of this Agreement and ending one (1) year from the date hereof, neither party will employ, or solicit or seek to employ, any person who is an employee of the other party as of the date of this Agreement or who becomes an employee of the other party or of any subsidiary or other affiliate of the other party before the termination of discussions regarding the Potential Transaction involving the parties, except that the hiring party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring party, (ii) responds to any general solicitation made by hiring not specifically directed towards such employee in the ordinary course via employment agencies, advertisements and other publications, or (iii) has been terminated by the other party or any of its subsidiaries prior to commencement of employment discussions between the hiring party and such employee.

 12. Either party must notify the other party immediately upon discovering any breach of this Agreement or unauthorized use of Confidential Information or materials, and must use its best efforts, and aid to the other party, to recover possession of the Confidential Information, and materials including the same, to prevent further dissemination and unauthorized use.

 13. In addition to Confidential Information exchanged by the parties to this Agreement, the parties likewise recognize and agree that the negotiations, discussions, notes and other documents prepared by the parties to evaluate the Potential Transaction are likewise commercially sensitive and proprietary (the “Transaction Information”). The parties agree that the Transaction Information shall be kept confidential and subject to this Agreement, however, each party shall be free to keep their Transaction Information created or produced for the purpose of evaluating the Potential Transaction. The Transaction Information may be used to evaluate future transactions but may not be disclosed to any third parties. Nothing contained herein shall prevent the parties from disclosing any final agreement reached between the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Mutual Confidentiality and Non-Disclosure Agreement to be executed as of the date first above written.

 **4N Healthcare Consulting, LLC** (**Group)**

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 By:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (**Potential Collaborator**)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_