

RECIPROCAL CONFIDENTIALITY AGREEMENT

This Reciprocal Confidentiality Agreement is entered into as of _____, 20____ between **Agilence Health Advisors, LLC** (“Agilence”), and _____ (the “Company”).

The parties, desiring to conduct discussions for the purpose of evaluating a potential consulting engagement or other collaborative project (the “Project”), agree as follows:

1. Confidential Information. The parties acknowledge that their discussions and potential due diligence reviews will entail confidential affairs of both Agilence (and all subsidiaries) and the Company that may include information about their respective software, systems, costs, profits, markets, sales, products, key personnel, pricing policies, operational methods, concepts, technical processes and applications, and other trade secrets, as well as other business affairs and methods not generally available to the public (collectively, the “Information”).

2. Confidentiality Obligations. Each party agrees that, subject to the exceptions set forth below, for five years after the date hereof, it will (a) keep all Information of the other party confidential, (b) refrain from disclosing any Information of the other party to any of its affiliates or its and their employees or agents, other than those who have a need to know and are subject to confidentiality obligations substantially similar to those provided herein, (c) refrain from disclosing any Information of the other party to anyone other than the foregoing affiliates, employees and agents, except with the other party’s prior written consent, and (d) except as provided herein, shall not use any Information of the other party, directly or indirectly, for its own benefit or the benefit of any affiliate, including the trading of any securities of the other party or acting as a “tipper” in connection therewith, (e) shall take all reasonable steps necessary to prevent any breach of the foregoing obligations by any of its affiliates, employees or agents who receive or have access to Information of the other party, and (f) shall not modify, reverse engineer, de-compile, create other works from or disassemble any software programs contained in the Information of the other party. Each party further agrees that nothing contained herein shall be construed as granting any property rights, by license or otherwise, to any Information of the other party or to any patent, copyright, trademark or other intellectual property right issued or issuable on the basis of that Information.

3. Exceptions. For purposes of this Agreement, Information of one party shall not include information of the other party that (a) is in the public domain at the time of disclosure to the recipient, (b) become becomes part of the public domain after disclosure to the recipient through no fault, act or failure to act, error or breach of this Agreement by the recipient, (c) is required by order, statute or regulation of any government authority to be disclosed to any court or other body, provided that the recipient shall notify the disclosing party thereof to provide or afford it the opportunity to obtain a protective order or other relief. In the absence of that relief on a timely basis, the recipient shall be entitled to furnish the court or other body with Information necessary, based on a written opinion of counsel, to prevent it from being held in contempt or subjected to similar penalty, provided it has used its best efforts to obtain confidential treatment for the disclosed Information.

4. Remedies for Breach. Each party acknowledges that damages at law will be an insufficient remedy in the event that it violates the terms of this Agreement and that the other party may apply for and obtain immediate injunctive relief in any court of competent jurisdiction to restrain the breach or threatened breach of the undertakings and covenants contained herein. In addition, any aggrieved party may seek such damages or other equitable remedies as may be available under applicable law.

5. Return of Information. In the event that discussions between representatives of the parties relating to the Project are terminated for any reason, each party will promptly return to the other party all copies of any Information in any media received from or on behalf of the other party in connection with those discussions, whether so obtained before or after the execution hereof.

6. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be hand delivered or mailed by first class registered or certified mail, postage prepaid, and shall be deemed given when hand delivered or two business days after the date so mailed to a party at its principal executive offices.

7. General. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and prior written agreements and understandings. There are no oral promises, conditions, representations, understandings, interpretations or terms or any kind as conditions or inducements to the execution hereof or in effect between the parties. No custom or trade usage, nor course of conduct between the parties shall be relied upon to vary the terms hereof. This Agreement may not be amended, and no provision hereof shall be waived, except by a writing signed by both parties to this Agreement. Any waiver of any rights or failure to act in a specific instance shall relate only to that instance and shall not be construed as an agreement to waive any rights or failure to act in any other instance, whether or not similar. This Agreement shall be governed by the laws of the State of New York, without reference to the conflict of laws principles. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement may be executed in separate counterparts that together shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

AGILENCE HEALTH ADVISORS, LLC.

By _____
John R. Prufeta
Chairman

Company: _____

By _____
Name:
Title: