

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (Agreement), effective as of \_\_\_\_\_ is by and between Brand New Day & Central Health Medicare Plan (Plan) and \_\_\_\_\_ (Broker).

WHEREAS, BROKER have requested information from PLAN in connection with possible transaction between PLAN and BROKER as stated in the Broker Agreement, and

WHEREAS, in the course of consideration of a possible transaction, the parties may disclose to the other confidential, important and/or proprietary trade secret information concerning PLAN, and their activities.

NOW, THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by PLAN of certain information.

1. **Definitions.** For purpose of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of PLAN. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interest of PLAN whether or not the parties identify such information as Confidential Information. By example, and without limitation, confidential information includes, but not limited to, any and all information of the following or similar nature. Whether or not reduced to writing:

Customer/patient list, and identities and characteristics, agreements/addendum, market knowledge and information, sales figures, pricing information, marketing and business plans, strategies, forecasts, financial information, software, research papers, projections, procedures, routines, quality control and information management systems, procedures, processes, formula, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans sketches, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by PLAN.

2. **Confidentiality.** BROKER shall not disclose any of the confidential information in any manner whatsoever, and shall hold and maintain confidential information in strictest confidence.
3. **Confidentiality of Negotiations.** The Broker shall not make any statement, public announcement, release to any trade publication or the press, or inform any third party of the discussions or negotiations in connection with the possible negotiated transaction or the exchange of Confidential Information related to the proposed transaction. The parties may make such disclosure if it has received the written opinion of outside counsel that such disclosure must be made in order to avoid a violation of law and a copy of such opinion has been provided to the other party.
4. **Return of Documents.** If the Broker do not proceed with the possible transaction with the PLAN, the Broker shall notify the PLAN of the decision and shall, at that time or at any time upon the request of the PLAN for any reason, return to the PLAN any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information.



5. **Irreparable Harm.** The Broker understand and acknowledge that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the PLAN irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the PLAN shall have the right to apply to a court to competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the PLAN shall deem appropriate. Such right of the PLAN is to be in addition to the remedies otherwise available to the PLAN at law or in equity. The parties expressly waive the defense that a remedy in damages will be adequate and requirement in an action for specific performance or injunction for the posting of a bond by the other.
6. **Survival.** This Agreement shall continue in full force and effect at all times.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.
8. **Attorney's Fees.** If any action at or in equity is brought to enforce or interpret the provisions of this Agreement, each party shall be responsible for the reimbursement of Attorney's fees and cost.
9. **Entire Agreement.** This agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may be available to the parties. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.
10. **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute one agreement.

**PLAN**

**BROKER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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