



## **Nondisclosure and Confidentiality Agreement**

Recipient acknowledges that the Materials and Opportunities accessible by Recipient may be confidential and, if so, must be protected by Recipient on the terms and conditions set forth in this Agreement.

I, the undersigned potential investor, partner or employer, in consideration for the principals, associates, agents, or employees of C E Medical Group, hereinafter "The Company," providing me (The Client) with information on healthcare industry opportunities, medical facilities or practices understand and agree:

That the Company possesses and will possess Confidential Information that is important to the Clients business. For purposes of this Agreement, "Confidential Information" is information that was or will be developed, created or discovered by or on behalf of the Company, or that became or will become known by, or was or is conveyed to, the Company, that has commercial value in the Client's business. "Confidential Information" includes, but is not limited to, trade secrets, computer programs, designs, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, referral sources and terms, the salaries and terms of compensation of employees, customers, pricing data and other information concerning the Company's actual or anticipated business, research or development, or that is received in confidence by or for the Company from any other person.

Understands that the Company possesses or will posse "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Confidential Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, blueprints, drawings, photographs, charts, files, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

That information provided on The Client by The Company is sensitive and confidential and that its disclosure to others would be damaging to The Client and to The Company's fiduciary relationship with The Client. I understand that any information received about The Client represented by The Company is solely to for one of purposes offered by The Company with The Client and for no other reason, including to directly compete with The Client.

That I will not disclose any information regarding The Client to any other person who has not also signed and dated this agreement. All information provided to review the business will be returned to The Company without retaining copies, summaries, analyses, or extracts thereof in the event the review is terminated.

That all information is provided by The Client and is not verified in any way by The Company. The Company is relying on The Client for the accuracy and completeness of said information, has no knowledge of the accuracy of said information, and makes no warranty, express or implied, as to such information.

The Company does not give tax, accounting, or legal advice. That, prior to finalizing an agreement to it is my responsibility to make an independent verification of all information. I agree that The Company is not responsible for the accuracy of any information I receive, and I agree to indemnify and hold The Company harmless from any claims or damages resulting from its use. I will look only to The Client and to my own investigation for all information.

That all correspondence, inquiries, offers, and negotiations relating to the Client presented to me, or companies I represent, by The Company, will be conducted exclusively through The Company.

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

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

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