

NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

This Non-Disclosure/Confidentiality Agreement ("Agreement") is made as of the ____ day of _____ 20__, between Health Net Connect, Inc., and its affiliated companies, whose address is 50496 West Pontiac Trail Ste: 700 Wixom, MI 48393, (collectively "HNC") and, _____, and its/his affiliated companies, whose address is _____, (collectively "Company")

HNC and Company desire to begin discussions regarding a business opportunity of mutual interest (the "Business Purpose"). In connection with such discussions, HNC and Company recognize that there may be a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such Confidential Information from unauthorized use and disclosure.

In consideration of the Parties entertaining a business opportunity, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "**Confidential Information**" shall mean any of the following business information disclosed by the Parties:

- a. Trade secrets, patents, private or secret processes, techniques, designs, know how, and other proprietary information of either Party, including but not limited to: information concerning either Party's products, product development, all data and other information contained in either Party's computer and information systems, technical information (including software utilized), product procurement and sales activities, promotion and pricing practices, customer support techniques, customer names and identities, and vendor and supplier names and identities;
- b. Any information if disclosed in writing, that is marked "confidential" or "proprietary" by the Disclosing Party at the time of such disclosure;
- c. Any information if disclosed orally, that is identified as "confidential" or "proprietary" by the Disclosing Party at the time of such disclosure;
- d. Any information disclosed by one Party to the other Party that under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.
- e. Any information identified on Exhibit A attached hereto.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information shall not include the following:

- a. Information already in a Party's possession prior to the execution of this Agreement which possession is documented by the Receiving Party (unless such information has been clearly labeled or defined as Confidential Information) or available to the public or became available to the public through no fault of the Receiving party;

- b. Information that a Party legitimately receives from a third party who has a legal right to such information;
- c. Information in the public domain;
- d. Information that is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information;
- e. Information that Receiving Party discloses pursuant to judicial, regulatory or statutory mandate, provided that Receiving Party promptly notifies Disclosing Party of such disclosure prior to release of Confidential Information to afford Disclosing Party adequate opportunity, to the extent legally permissible, to review and if Disclosing Party deems appropriate, to contest such disclosure.

3. USE OF CONFIDENTIAL INFORMATION

- a. The Parties agree to: (i) to maintain the other Party's Confidential Information in strict confidence; (ii) limit the use of and access to the Confidential Information to its employees and agents whose use or access is necessary to evaluate the Business Purpose; (iii) not disclose the other Party's Confidential Information to any third parties; (iv) not use the other Party's Confidential Information for any purpose except for internal evaluation in connection with the Business Purpose; (v) not disclose, or in any way allow disclosure of, the Business Purpose to any third party; and (vi) not use the other Party's Confidential Information to in any manner compete with the other Party or in any way aid any person or entity to compete with the other Party.
- b. Company agrees not to disclose, or in any way allow disclosure of, the name or other identity of all current and potential customers of HNC provided to Company by HNC, to any third party for any reason whatsoever, including but not limited to competing with HNC.
- c. Upon the disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information and all copies thereof (including electronic copies).
- d. All Confidential Information remains the sole and exclusive property of the Disclosing Party. The Receiving party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

4. NON DISPARAGEMENT

Each party agrees during the term of this Agreement, or thereafter, not to disparage each other or in any way disseminate unfavorable information about each other, or their officers, directors or employees.

5. REMEDIES UPON BREACH

The Parties acknowledge that the unauthorized use or disclosure of the Disclosing Party's Confidential Information would cause the Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, in the event of a breach (or threatened or attempted breach) of this agreement, the Parties agree that in addition to any other rights and remedies that they may have at law or otherwise, they shall be entitled to immediate appropriate injunctive relief or a decree of specific performance of this agreement, to enjoin any unauthorized use or disclosure of its Confidential Information without the necessity of showing any irreparable injury or special damages, and shall be entitled to costs and reasonable attorney fees.

This Agreement will be construed, interpreted, and applied in accordance with the laws of the State Michigan and the Parties consent to the jurisdiction of the Oakland County Circuit Court in regard to an action arising from a breach of this Agreement.

6. TERM

This Agreement will commence on the date first set forth above and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by the Parties, at which time it will terminate; provided that confidentiality obligations with respect to Confidential Information that is in the form of software source code or that would constitute trade secret information will continue until such Confidential Information is no longer deemed as such by the Parties.

7. WARRANTIES

The Parties warrant they have the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY THE PARTIES WITH RESPECT TO THE CONFIDENTIAL INFORMATION. In particular, the Parties do not warrant the completeness or accuracy of the Confidential Information disclosed under this Agreement.

8. ASSIGNMENT

This Agreement may not be assigned by either party without obtaining the written consent of the other.

9. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understands and communications, oral or written, between the Parties regarding the subject matter of this Agreement.

10.. SEVERABILITY

The restrictions contained in this agreement are reasonable as to duration, geographic area and scope, and are necessary to protect the competitive business

interests and goodwill of each Party. However, if any of the aforesaid restrictive covenants are found by a court of competent jurisdiction to be unreasonable for any reason, the restrictions contained herein shall deemed amended as necessary to be considered reasonable by such court, and shall be enforced as amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Health Net Connect, Inc.
Dated: _____

Individually
Dated: _____

On Behalf of Company
Dated: _____