

Please fax to: (561) 892-4684

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) effective as of the last date of signature hereon (“Effective Date”) by and between **MDVIP, INC.**, having a business address at **6001 Broken Sound Pkwy, Suite 100, Boca Raton, Florida 33487** (“MDVIP”), and (“PHYSICIAN”), having an address at, _____ . MDVIP and/or PHYSICIAN are sometimes hereafter referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS MDVIP and PHYSICIAN possess certain technical, economic and proprietary information relating to their respective business interests which they deem to be confidential;

WHEREAS MDVIP and PHYSICIAN wish to engage in discussions regarding possible business relationships; and

WHEREAS the Parties may wish to disclose, upon the terms and conditions hereinafter set forth, certain confidential information in furtherance of such relationships.

NOW THEREFORE, in consideration of the foregoing premises that are incorporated as part of this Agreement and the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Definition of Confidential Information

All information or knowledge disclosed by MDVIP and/or PHYSICIAN, or their representatives or agents, verbally or in written, graphic, photographic, recorded, prototype, sample or in any other tangible form, with respect to any aspect of MDVIP’s or PHYSICIAN’s business, including, but not limited to, information relating to identity of members, patients or affiliates, pricing, services, operations, marketing, implementation and other services, and materials prepared by MDVIP and/or PHYSICIAN in regard to such information, which, if disclosed, could reasonably be expected to have an adverse affect on the business of MDVIP and/or PHYSICIAN, shall be considered “Confidential Information”. All tangible material deemed “Confidential Information” shall be so designated either by stamping such material “Confidential” or by providing MDVIP and/or PHYSICIAN with an itemized list specifically describing the tangible material that the designating Party designates as Confidential. This Agreement will apply to all information or knowledge provided by MDVIP and/or PHYSICIAN both prior and subsequent to the date of this Agreement.

2. Disclosure of Confidential Information

The Parties acknowledge that an exchange of Confidential Information is necessary in order to enable them to engage in meaningful business discussions and/or affiliation. With respect to such Confidential Information, each Party agrees to cause its officers, employees, agents, affiliates and other representatives to hold in strict confidence all Confidential Information obtained from the other Party and/or its officers, employees, and representatives, and not to use, disclose, or permit any third party access to such Confidential Information for any purpose, other than as may be required or permitted to perform any obligation under this Agreement.

3. Disclosure to Third Parties

From and after the Effective Date, the Parties agree neither to disclose to any third party nor permit any third party to have access to any of the Confidential Information without the prior written consent of both Parties nor to use any of the Confidential Information for any purpose other than as consented to in writing by both Parties.

4. Exceptions

The aforesaid obligations of confidentiality shall not apply to information which falls within any of the following categories:

- i) Information that is generally known to the public prior to the date of its disclosure by the Parties;
- ii) Information that becomes part of the public domain by publication or otherwise and is not the result of any unauthorized act or omission on the part of the Parties;
- iii) Information obtained after the Effective Date of this Agreement from a third party lawfully in possession of and with no limitation upon disclosure, and having the right to disclose the same; and
- iv) Information that is required to be disclosed pursuant to operation of law.

5. Return of Confidential Information

At any time, either Party may request the return of all Confidential Information furnished to the other Party (including notes or any other materials generated in regard to Confidential Information) and all copies thereof, and the Party shall promptly comply with such request. Additionally, return of Confidential Information shall take place promptly on written notification of termination of business discussions and/or collaboration by either Party.

6. Continuing Obligation

Subsequent to a request for return of Confidential Information or notification of termination of business discussions and/or collaboration, any Confidential Information shall continue to be kept confidential and the provisions of this Agreement shall continue with respect to all Confidential Information for a period of five (5) years after the Effective Date of this Agreement.

7. Use of Confidential Information

Neither Party shall use the Confidential Information for any purpose except for engaging in business discussions and/or transactions with the other Party.

8. Governing Law and Attorneys' Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claims or disputes that may arise out of or relate to this Agreement shall be adjudicated in a court with appropriate jurisdiction in Palm Beach County, Florida. The prevailing party in any action arising from this Agreement shall be entitled to recover reasonable attorneys' fees and costs, including all attorneys' fees and costs incurred during any and all appellate proceedings.

9. Limitation of Agreement

This Agreement shall in no way be construed as the granting of a license by either Party either directly or indirectly under any patent, patent application, copyright, copyright application, trademark or trademark application, or any other intellectual property instrument owned by either Party. Furthermore, nothing in this Agreement shall be interpreted so as to oblige either Party to enter into a further agreement.

10. Equitable Remedies

Any breach of this Agreement by one Party will cause irreparable damage to the other Party, and in the event of such breach the aggrieved Party shall have, in addition to any and all remedies available at law, the right to an injunction, specific performance or any other equitable relief to prevent the violation of any obligations hereunder.

11. Duty to Keep Prior Confidences

The Parties further represent that performance of all of the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information acquired in confidence or in trust prior to the initiation of these discussions.

12. Waiver

Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

13. Severability

Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by eliminating, limiting or reducing it or them, so as to allow this Agreement to be enforceable to the maximum extent consistent with the applicable law then in effect.

14. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, representations, understandings or agreements whether oral or in writing between the Parties pertaining to the subject matter of this Agreement. Any modification or amendment to this Agreement must be in writing signed by all Parties.

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

For: MDVIP, INC.

PHYSICIAN

Title

Title

Date

Date

Please fax to: (561) 892-4684