

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made between OnePractice, a EntityStateName EntityType (“ONEPRACTICE”), and the OtherPractice, a AnotherEntityStateName AntoherEntityType (“OtherPractice”). ONEPRACTICE and OtherPractice shall be referred to individually as Party and collectively as Parties. A Party that disclosing information is a Disclosing Party. A Party that receives disclosed information is a Receiving Party. All other parties, persons or entities, are referred to as Third Party in the singular and Third Parties in the plural.

### RECITALS

WHEREAS, Parties wish to enter into a mutual agreement for protecting their own information and that of Third Parties; and

WHEREAS, each Party may require access to certain confidential and proprietary information of the other Party or Third Parties to prepare and fulfill provisions of other contracts; and

WHEREAS, each Party wants to protect the confidentiality of information that the other Party may access; and

WHEREAS, each Party desires to assure the other Party that it shall not breach confidentiality or disclose information in a way adverse to the interests of the other Party, and of having each Party rely on the promise of the other Party;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Parties agree to the foregoing and as follows:

### TERMS AND CONDITIONS

1. Confidential Information. For purposes of this Agreement, the “Confidential Information” shall include all information that either Party holds in confidence on behalf of itself or any Third Party; but shall exclude information and materials that are or become part of the public domain through no wrongful act of either Party, or that either Party regularly discloses to a Third Party or Third Parties without restriction on disclosure, or that is disclosed to either Party by a Third Party without breach of obligations, or that is approved by either Party for disclosure.

2. Non-Disclosure. Parties acknowledge and agree that no change in ownership of right, title, or interest in and to Confidential Information, nor in any copies thereof, nor in and to any of the related trade secrets, copyrights, patents, or other proprietary rights, shall occur as a result of this Agreement. Accordingly, at all times during and after each Party’s access to Confidential Information, each Party will hold the Confidential Information of the other in confidence and, except as is required in connection with a Party’s authorized use of the Confidential Information, neither Party: (a) shall use, copy, disclose, or otherwise make the Confidential Information available

to any other person or entity without the prior written consent of the other Party; and (b) shall remove nor permit to be removed from the Confidential Information any notice placed thereon by the other Party or Third Party indicating the confidential nature of, or the proprietary right of the other Party or Third Party in the Confidential Information.

3. Continuing Duty. Parties acknowledge and agree that each Party has a continuing duty to protect the Confidential Information it receives from the other Party. Pursuant to this duty, Parties agree to require Third Parties, including, without limitation, Party's employees, consultants, employees of consultants, subcontractors, subsubcontractors, and employees of subcontractors and subsubcontractors, with authorized access to such Confidential Information to execute a confidentiality and non-disclosure agreement, substantially in the form of this Agreement, prior to providing that person or entity with any Confidential Information. If a confidentiality and non-disclosure agreement cannot be executed in substantially the same form as this Agreement, Parties agree to negotiate in good faith with Third Parties necessary for the execution of a reasonable substitute agreement in a mutually satisfactory form.

4. Notification. If either Party becomes aware of any unauthorized use or disclosure of the Confidential Information by any person or entity, Consultant shall promptly and fully advise the other Party of all facts known to the first Party concerning such unauthorized use or disclosure.

5. Return of Confidential Information. Upon the termination of either Party's access to the Confidential Information of the Disclosing Party, or at any time upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all of the disclosed Confidential Information in the Receiving Party's possession, custody or control.

6. Remedies. Because of the unique nature of the Confidential Information, Parties acknowledge and agree that the Disclosing Party will suffer irreparable harm in the event the Receiving Party breaches any of the Receiving Party's obligations under this Agreement and that monetary damages will be inadequate to compensate the Disclosing Party for such breach. Accordingly, the Disclosing Party shall be entitled, in addition to any other rights and remedies available to the Disclosing Party at law or in equity, to enforce the provisions of this Agreement by seeking injunctive relief.

7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

8. Waiver. No delay or omission by a Disclosing Party to exercise any right occurring upon a Receiving Party's non-compliance or default with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by the Disclosing Party of any of the covenants, conditions or agreements to be performed by the Receiving Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

9. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way

to the subject matter of this Agreement shall be brought only in the district court for Denver County, Colorado, or the federal district court for the State of Colorado. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in Denver County, Colorado, and the State of Colorado.

10. Exclusive Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter. All provisions that by their nature require survival shall survive after any termination of this Agreement or the receiving Party's access to the Confidential Information. This Agreement may be modified only pursuant to a writing executed by the Parties.

11. Capitalized Terms. All capitalized terms shall have the meaning defined in this Agreement.

<b>OtherPractice</b>		<b>OnePractice</b>
_____	Signatures	_____
_____	Names	_____
_____	Titles	_____
mm/dd/ccyy	Dates of Signatures	mm/dd/ccyy