

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, ____, by and among _____, a _____ corporation, its successors and assigns and _____ (the "Employee").

RECITALS:

WHEREAS, Employee is an employee of one of the Corporations based upon a verbal or written agreement between the parties (the "Employment Agreement") by which Employee will provide services on behalf of such Corporation, and Employee has access to proprietary information regarding each of the Corporations which if divulged or if Employee engaged in activities competitive with the Corporations would cause the Corporations irreparable injury.

NOW, THEREFORE, in consideration of the premises and _____ dollars and other valuable consideration, the receipt and adequacy of which are acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and are hereby incorporated herein by reference.

Section 2. Property of Corporations. Employee shall at all times hold in the strictest confidence, and will not, without the Corporation's prior written consent, use any copyrighted, proprietary, secret or confidential information or products of the Corporations (the "Proprietary Information and Products"). Such Proprietary Information and Products shall include, but not be limited to, symbols, trademarks, service marks, designs, management information systems, utilization procedures and protocols, forms and claims processing techniques, utilization review and quality assurance mechanisms and data, educational programs related to the Corporations' activities, any information related to the Corporations' financial affairs, business and marketing plans and strategies, the Corporations' books and records, documentation, schematic designs, blueprints, literature, prototypes, inventory, goods, equipment, furnishings, customer accounts and any and all information contained therein, Corporations' fee schedules, and any other information that the Corporations consider to be a trade secret or confidential information. The Proprietary Information and Products shall at all times be the property of the Corporations. Employee shall cease any and all use of the Proprietary Information and Products and shall return any Proprietary Information and Products in his/her possession to the Corporations immediately upon termination of his/her engagement with any of the Corporations.

Employee agrees that during the term hereof and thereafter he/she will keep such Proprietary Information and Products confidential and shall not disclose any such Proprietary Information and Products, to any third party or entity. Employee

acknowledges that compliance with this Section is necessary for the protection of the goodwill and other proprietary interests of the Corporations. Employee acknowledges and agrees that in the event of a breach of this Section, neither the Corporations nor any successor would have an adequate remedy at law, and the Corporations and any successors shall be entitled to injunctive relief in addition to any other remedies which may be available.

Section 3. Governing Law; Attorneys' Fees. This Agreement is executed in and is governed by the laws of the State of _____. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party, prevailing party's reasonable attorneys', paralegals', accountants', and other experts' professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

Section 4. Severability; Reformation. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any arbitration panel or court, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected and shall continue in force. If any arbitration panel or court determines that the scope, duration or geographical limit of any of the restrictions contained in this Agreement is unenforceable, it is the intention of the parties that the restrictions and covenants shall not thereby be terminated but rather shall be amended and revised to the extent required to render them valid and enforceable.

Section 5. Injunctive Relief. The parties hereto recognize and hereby acknowledge that it is impossible to measure in money the damages which would result to Corporations or its successors or assigns by reason of a failure by Employee to perform any of the obligations imposed upon him or it under this Agreement. Therefore, Corporations and their successors or assigns shall be entitled to injunctive and other equitable relief to enforce the terms of this Agreement, without the necessity of showing irreparable harm and without the necessity of posting bond or security. If Corporations or their successors or assigns should institute an action or proceeding to enforce the provisions hereof, Employee hereby waives the claim or defense that any such party has an adequate remedy at law, and shall not urge in any action or proceeding the claim or defense that such a remedy at law exists. At the discretion of the court or arbitration panel before which an injunctive proceeding is brought, the running of the covenants above hereof may be tolled and extended for a period of time equal to the time period Employee shall be in violation of any such covenant.

Section 6. Waiver. Waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach hereof.

Section 7. Right of Set-off. All amounts at any time due to Employee by

any of the Corporations whether under the Employment Agreement or otherwise, shall be reduced or offset by the amount of any liabilities of Employee to Corporations including, but not limited to, any liabilities relating to a breach of Employee of the covenants contained herein or a breach of Employee's agreements, representations and warranties contained in the Employment Agreement. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy Corporations may have against the Employee arising out of any breach by the Employee of any agreements with Corporations.

IN WITNESS WHEREOF, this Agreement is entered into and effective as of the day and year first written above.

WITNESSES:

Sign and Print

Sign and Print

EMPLOYEE:

Address: _____

CORPORATION:

Sign and Print

Sign and Print

By: _____

President