

# HEALTHCARE FOR SPECIAL POPULATIONS, INC. d/B/A PATIENT CARE INTERVENTION CENTER MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**NDA**") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "**Effective Date**") by and between Healthcare for Special Populations, Inc. d/b/a Patient Care Intervention Center, a Texas not-for-profit corporation, with a place of business at 3701 Kirby Drive, Suite 600, Houston, Texas 77098 ("**PCIC**"), and \_\_\_\_\_, a \_\_\_\_\_ corporation with a place of business at \_\_\_\_\_ ("**Company**").

**WHEREAS**, the parties desire to engage in discussions to evaluate PCIC's products and services (the "**Evaluation**") for use at Company, including the use of PCIC's products and/or services, and in connection with such Evaluation, one or each of the parties ("**Discloser**") expects to disclose to the other party ("**Recipient**") certain information that the Discloser considers confidential and/or proprietary.

**THEREFORE**, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to the foregoing and as follows:

**1. Confidential Information and Obligation** "**Confidential Information**" means the non-public information that is exchanged orally and/or in writing between the parties. Confidential Information shall include, whether or not marked as confidential, PCIC's computer software, algorithms, data analyzes, dashboard, data schemas and other non-public information shown or demonstrated to Company. This NDA imposes no obligation on the Recipient concerning any portion of the Confidential Information which: (a) was in Recipient's possession before receipt from the Discloser and Recipient was not subject to a duty of confidentiality; (b) is lawfully obtained, directly or indirectly, by Recipient from a third party not under an obligation of confidentiality; (c) is or becomes publicly available other than as a result of Recipient's violation of this NDA; or (d) is developed by the Recipient independent of the Confidential Information received from the Discloser.

Recipient shall use the Confidential Information only to the extent necessary to the Evaluation, and will not make any other use of the Confidential Information for its own benefit or the benefit of another party, except as may otherwise be provided in a separately negotiated definitive agreement between the parties. Recipient shall not disclose, directly or indirectly, in whole or in part, to any third person, firm, or corporation, any Confidential Information which it receives from Discloser, except that Recipient may disclose Confidential Information to its employees and advisors on a need-to-know basis; provided, however, that Recipient shall secure such employees' and advisors' commitment to be bound by the nondisclosure obligations of confidentiality no less restrictive than those imposed by this NDA. Recipient shall use at least the same degree of care in safeguarding the Confidential Information as Recipient uses for its own confidential and proprietary information, but in no event less than reasonable care.

**2. Ownership of Information** All Confidential Information shall be and remain the property of the Discloser. Nothing in this NDA shall be construed to vest Recipient with patent, trademark, copyright or other intellectual property rights in Discloser's Confidential Information. Upon termination of discussions between the parties, neither party may use Confidential Information received hereunder, including Confidential Information the Recipient may have incorporated into its internal analyses, compilations, studies or other documents or records, for any purpose whatsoever.

**3. Term** The obligations of confidentiality set forth herein shall remain in effect both during the period of Evaluation and continue thereafter. Unless otherwise provided in a separately negotiated definitive agreement between the parties, upon the

earlier of termination of discussions between the parties or expiration of the term set forth above, Recipient shall: (a) return to Discloser or destroy all Confidential Information; (b) destroy all analyses, compilations, studies, or other documents or records prepared by the Recipient (retained in any media), which include Confidential Information; and (c) upon request by Discloser, certify that the foregoing actions have been taken.

**4. No Endorsement; No Obligation of Further Relationship; Use of Name** This NDA does not grant either party the right to use, and neither party shall use the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of the other party or its affiliates, in any advertising, publicity, or promotion, or to express or to imply any endorsement of the other party's products or services or those of its affiliates. This NDA shall not be construed to obligate either party to enter into an agreement or any other business relationship with the other party.

**5. WARRANTY AND DISCLAIMERS EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED BY EITHER PARTY AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".**

**6. Notifications** Recipient will notify Discloser immediately of any breach of this NDA of which it becomes aware, and will assist and cooperate with Discloser in minimizing the consequences of such breach. If Recipient is required by order of any court of competent jurisdiction, other judicial or administrative process, or rule of law, or any applicable stock exchange or stock association rule, to disclose Confidential Information, Recipient shall notify Discloser of the requirement prior to disclosure as soon as possible, but in no event later than two (2) business days after learning of such requirement, to provide Discloser a reasonable opportunity to protect its Confidential Information by protective order or other means.

**7. Equitable Relief** Either party may sustain irreparable harm by a breach of this NDA for which money damages would not be an adequate remedy. Each party therefore acknowledges that, in the event of a threatened or continuing breach of this NDA, Discloser shall be entitled to seek, without prejudice to all other available remedies, to immediate injunctive or other equitable relief.

**8. Complete NDA/Governing Law** This NDA is the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings relating thereto. This NDA shall be governed by and enforced in accordance with the laws of Texas (without regard to conflicts of laws provisions thereof). **COMPANY AGREES AND CONSENTS TO THE SOLE AND EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS LOCATED IN COUNTY OF HARRIS, TEXAS, AND COMPANY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS.**

**HEALTHCARE FOR SPECIAL POPULATIONS, INC. D/B/A PATIENT CARE  
INTERVENTION CENTER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_  
**Print Name of Company**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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