

OAKLEAF CIN, LLC CONFIDENTIALITY AGREEMENT

By using this website, and signing and submitting this Confidentiality Agreement ("**Agreement**"), you thereby accept and agree to these terms and conditions regarding the confidential nature of certain information relating to OakLeaf CIN, LLC, as described below.

WHEREAS, OakLeaf CIN, LLC ("**OakLeaf**") desires to furnish Confidential Information (as defined below) relating to certain products and services of OakLeaf for the purposes of exploring and conducting business with you, including arranging for the provision of certain health care services to patients in exchange for a bundled or similarly consolidated payment to OakLeaf on an episode of care basis (the "**OakLeaf Products**"); and

WHEREAS, you desire to examine and obtain such Confidential Information only for the purpose of placing OakLeaf Products, and to otherwise hold such Confidential Information confidential pursuant to the terms of this Agreement:

NOW THEREFORE, OakLeaf has furnished or shall furnish to you certain Confidential Information, and may further allow you the right to inspect additional confidential product information of OakLeaf and/or interview employees or representatives of OakLeaf, all upon the following conditions:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information disclosed by OakLeaf to you which is marked as confidential or, if in oral or verbal form, is identified as confidential at the time of disclosure and confirmed as such in writing within thirty (30) days of such disclosure, and shall include, without implied limitation, formulas, processes, designs, photographs, plans, samples, performance reports, payer lists, pricing information, studies, findings, inventions, ideas, drawings, schematics, sketches, specifications, technical data, data bases, flow charts, algorithms, and other business and technical information. Excluded from Confidential Information is information which: (a) you had in your possession, prior to receipt from OakLeaf, without confidential limitation imposed by OakLeaf; (b) is independently developed by you without reference to Confidential Information disclosed hereunder and without breach of this Agreement; (c) was in the public domain when received, or thereafter enters the public domain through no fault of you; or (d) is received rightfully from a third party and without confidential limitation imposed OakLeaf.
2. **Use of Confidential Information.** You agree to hold all Confidential Information in confidence and further agree that Confidential Information shall not be used for any other purpose or disclosed to any third party, except for the purpose of placing OakLeaf Products. Notwithstanding the foregoing, OakLeaf agrees that you shall not be liable for inadvertent disclosure(s) of Confidential Information so long as: (a) you use a reasonable degree of care in safeguarding such Confidential Information, and such degree of care is reasonably calculated to prevent such inadvertent disclosure; and (b) upon discovery of any such inadvertent disclosure of Confidential Information, you endeavor to prevent any further inadvertent disclosure. You agree to restrict circulation of Confidential Information within your organization to those employees and other individuals who need to receive such Confidential Information in order to place OakLeaf Products, and to give such employees and other individuals instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for the authorized purpose. Confidential Information shall not be disclosed to any such employees or other individuals unless they agree to be bound by terms and conditions at least as restrictive as those set forth in this Agreement.

3. **Ownership.** All Confidential Information shall remain the property of OakLeaf, and nothing herein shall require the disclosure of any Confidential Information by OakLeaf.
4. **Return of Confidential Information.** You agree that no copies will be made or retained of any written Confidential Information, and all photographs, notes or any other information regarding such Confidential Information shall be returned upon demand by OakLeaf. Notwithstanding the foregoing, OakLeaf agrees that you may make or retain copies of Confidential Information and other related information pursuant to your normal and customary document retention or automatic computer archival and backup procedures, provided that the obligation of confidentiality hereunder shall survive with respect to all such Confidential Information and other related information until it is either returned or destroyed.
5. **Acknowledgment of No Rights and No License.** You hereby acknowledge that you and your organization shall acquire no rights, title, or interest in or to any Confidential Information acquired hereunder and that all such Confidential Information is and shall remain the sole property of OakLeaf. Nothing herein shall be construed as a grant by OakLeaf of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.
6. **Governing Law.** This Agreement and all questions arising in connection with this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.
7. **No Waiver.** Nothing in this Agreement shall be construed to constitute: (a) a waiver by OakLeaf of any of its rights in or to any proprietary information that constitutes a trade secret; or (b) a limit on any statutory or common law rights that provide OakLeaf with broader protection than that provided in this Agreement.
8. **Remedies.** You recognize that irreparable injury may result to OakLeaf, its business, and its property if you breach this Agreement. Consequently, if you breach this Agreement, OakLeaf shall be entitled, in addition to such other remedies and damages as may be available to it, in law or equity or otherwise, to an injunction prohibiting you from engaging in such acts.
9. **Final Agreement; No Assignment; Sole Purpose.** This Agreement terminates and supersedes all prior understandings and agreements on the subject matter hereof. Neither this Agreement, nor the duties of the parties under this Agreement, shall be assigned, voluntarily or by operation of law. This Agreement is for the purpose of protecting Confidential Information only, and shall not be construed in any manner to be either an indication of intent or an obligation to enter into a future contract, agreement, subcontract, teaming agreement, joint venture, or any similar arrangement or relationship.
10. **No Exclusivity.** Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.
11. **Severability.** If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.
12. **Waiver of Breach.** A waiver by a party of a breach of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective agents, affiliates, successors, legal representatives and permitted assigns.

14. **Term.** This Agreement shall become effective upon your signing and submission hereof and shall remain in full force and effect until three (3) years after OakLeaf's last disclosure of Confidential Information to you.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OakLeaf CIN, LLC

By: _____
Name: Penny Osmon Bahr, CEO (Outsourced)

Company Name

By: _____
Name: