

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this ____-day of _____, 20__, by and between _____ and MD24, Inc. and Linh Nguyen, MD. ("MD24").

RECITALS:

A. MD24 and the Company have expressed an interest in conducting discussions (the "Discussions") concerning a potential transaction involving MD24 and the Company.

B. To conduct due diligence with respect to the Discussions, each of MD24 and the Company may receive certain confidential information relating to the business and affairs of the other party.

C. Each party has agreed to provide the other with access to such information solely for purposes of the Discussions, provided, however, that the receiving party keep and maintain such information confidential.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, terms and conditions hereinafter set forth, the parties agree as follows:

1. Confidential Information. As used herein the term "Confidential Information" shall mean any and all information relating to the business matters and affairs of a party delivered to the receiving party including, but not limited to, any financial information, technical information, data, business methods, names of customers and vendors, marketing plans, documents, data procedures, software, patient information, and other information or material used by the disclosing party in its business. The term Confidential Information does not include information which [i] is or becomes generally available to the public, or [ii] becomes available to the receiving party on a non-confidential basis from a third party provided that such third party is not, to the knowledge of the receiving party, breaching an obligation of confidentiality to the disclosing party or [iii] is or was in the receiving party's possession prior to obtaining it from the disclosing party. All Confidential Information furnished by the disclosing party shall remain the sole and exclusive property of such party and shall be deemed loaned to the receiving party only for the limited purposes of its due diligence in connection with the Discussions. Nothing contained in this Agreement or in any disclosures hereunder made by the disclosing party shall be construed to grant to the receiving party any license or other rights in or to the Confidential Information.

2. Confidentiality. The receiving party hereby agrees to retain the confidentiality of the Confidential Information obtained from the disclosing party including, but not limited to, Confidential Information obtained through conversations with personnel or agents of the disclosing party or the review of documents, memorandum, files, statements or other writings provided by the disclosing party, and, except as provided in this Agreement, further agrees not to disclose or disseminate to or discuss with any other person or entity any such Confidential Information. In addition, neither party will disclose to any person (except as permitted herein or otherwise required by applicable law, regulation or legal process) either the fact that the Discussions are taking place, or that the parties have exchanged information, or any of the terms, conditions or other facts with respect to any potential transaction, including the status thereof.

3. Disclosure. Notwithstanding anything in this Agreement to the contrary, the receiving party shall be entitled to disclose and disseminate to and discuss the Confidential Information with those employees and affiliates of the receiving party who will be involved in the Discussions and the receiving party's auditors,

advisors, consultants, lawyers, and others who agree to keep such Confidentiality.

4. Information confidential. In addition, the receiving party shall be entitled to disclose any Confidential Information if ordered by any court or administrative body with jurisdiction over the receiving party or if such disclosure is requested or required pursuant to any federal, state or local laws, rules or regulations. In such a situation, the receiving party will promptly provide written notice to the disclosing party and will disclose only that portion of the Confidential Information that the receiving party is legally required to disclose.

5. Breach. The receiving party hereby acknowledges that a breach of this Agreement would cause irreparable damage for which no remedy at law would be adequate and, accordingly, in addition to any other remedy (which in no way is hereby limited) the disclosing party shall be entitled to injunctive relief in a court of competent jurisdiction to enforce the terms of this Agreement.

6. Successors. This Agreement shall be binding upon all parties hereto, their legal representatives, successors and assigns.

7. Enforceability. If any provision of this Agreement is adjudged to be void or unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of the provisions that shall remain in full force and effect and be enforceable according to their terms. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.

8. Indemnification. Each party shall indemnify and hold the other party and its affiliates harmless from and against any and all claims, liabilities, obligations, losses, demands, deficiencies, suits, actions, causes of action, judgments, settlements, costs, damages, penalties, interest and other expenses (specifically including, without limitation, attorneys' fees and expenses related to any of the foregoing) which may arise out of or are related to any breach, failure or nonfulfillment of any covenant, undertaking or agreement of such party contained in this Agreement.

9. Requirement of Definitive Agreement. The parties agree that no contract or agreement relating to a potential transaction shall be deemed to exist until a definitive agreement is executed and delivered by each party. The parties further agree that unless and until a definitive agreement between the parties has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to a potential transaction by virtue of this Agreement or any other written or oral expression with respect to a potential transaction, except, in the case of this Agreement, for matters specifically agreed to herein.

10. Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Kentucky without regard to or application of its conflicts of law principles.

11. No Waiver. If in one or more instances a party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.

12. Entire Agreement. This Agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.

13. Modification. No alteration or modification of any of the provisions of this Agreement shall be valid unless made in writing and signed by both parties.

14. Term. This Agreement and the obligations of the parties hereunder shall terminate one year from the date hereof.

EXECUTED as of the day and year first above written.

Company/Individual name

By: _____

Title: _____

MD24, Inc. / Linh Nguyen, MD, MMM

By: _____ 

Title: _____