

## **Confidential Agreement**

In conjunction with a relationship between you, (the "Company") and eClinicalWorks, LLC ("eCW"), you and we have agreed to exchange confidential information about our respective organizations. We hereby each agree, as set forth below, to treat as confidential any Confidential Material (hereinafter defined) that we furnish each other in connection with our mutual evaluation of a potential relationship.

"Confidential Material" shall mean any documents or information of the Company or eCW, including but not limited to any company information, trade secrets, proprietary information, accounts (including potential accounts), marketing and advertising practices, financial data, employee and staffing information, product demonstrations, and any other business practices or potential business practices of Company or eCW.

The Confidential Material does not include information that: (1) is or becomes generally available to the public other than as a result of a disclosure by the party bound hereby to confidentiality as to such information; (2) is available on a non-confidential basis prior to its disclosure; or (3) is or becomes available on a non-confidential basis from a source other than a party hereto, provided that such source is not also bound by a confidentiality agreement of which the disclosing party is aware.

We jointly agree that the Confidential Material will be used only for the purposes of considering a relationship between us and may be disclosed only to our respective officers, directors, counsel, lenders, or other agents who need to have access to the Confidential Material for the purpose of evaluating a potential relationship, all of whom will be directed to treat the Confidential Material as confidential.

Although we have each endeavored to accurately provide the Confidential Material, neither of us makes any representation or warranty as to the accuracy or completeness of our respective Confidential Material.

In the event that either of us are required with respect to any judicial, governmental or administrative proceeding to disclose any Confidential Material, we each agree to provide prompt notice of such request, so that an appropriate protective order or waiver of compliance with the provisions of this letter agreement can be sought.

Unless and until there is a definitive agreement between us and you, neither we nor you will be under any legal obligation of any kind except for matters specifically agreed to in this letter.

In the event of a breach hereof, the non-breaching party, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

In the event that we do not proceed to develop a relationship, each party shall promptly redeliver to the other all written material containing or reflecting any Confidential Material and not retain copies, extracts or other reproductions in whole or in part of such Confidential Material.