

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the last signature date set forth below (the "Effective Date") between CAREVALIDATE, INC. and _____.

1. PURPOSE. The parties wish to explore the possibility of working together on a business opportunity of mutual interest, specifically relating to evaluation in anticipation of a business relationship between the parties (the "Purpose"), and in connection with the Purpose, each party may disclose ("Disclosing Party") to the other ("Recipient") certain confidential and proprietary information of or relating to Disclosing Party, its affiliates or its business, that Disclosing Party desires Recipient to keep confidential.

2. CONFIDENTIAL INFORMATION. "Confidential Information" means any information of Disclosing Party, that is marked confidential or reasonably appears or is in any way indicated to be confidential or proprietary, disclosed to Recipient in writing, orally, electronically, or any other form in furtherance of the Purpose. Confidential Information may also include information disclosed to Disclosing Party by third parties. Confidential Information will not, however, include any information that (i) was in the public domain prior to the time of disclosure by Disclosing Party; (ii) comes into the public domain after disclosure by Disclosing Party to Recipient, through no action of Recipient (and in the case of (i) and (ii) above, Recipient does not know or have reason to know that such information is in the public domain through an unauthorized disclosure); (iii) is already known to Recipient at the time of disclosure by Disclosing Party; (iv) is obtained by Recipient from a third party without a breach known to Recipient of such third party's obligations of confidentiality; (v) is independently developed by Recipient without use of Disclosing Party's Confidential Information; or (vi) is required by law or legal process to be disclosed by Recipient, provided that Recipient gives Disclosing Party prompt written notice of such requirement prior to such disclosure and, to the extent reasonably feasible, provides such cooperation and assistance as Disclosing Party may reasonably request (at Disclosing Party's expense) to obtain an appropriate protective order or other assurance that confidential treatment will be accorded the Confidential Information.

3. NON-USE AND NON-DISCLOSURE. Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Disclosing Party. Without limiting the foregoing, Recipient will take at least those measures that it takes to protect its own confidential information. Recipient agrees that it will keep strictly confidential any Confidential Information of Disclosing Party and will use such Confidential Information solely to evaluate and engage in discussions concerning the Purpose. Recipient agrees not to disclose any Confidential Information of Disclosing Party, in whole or in part, without the express written consent of Disclosing Party, to Recipient's employees or to any third party, except in each case to those employees and third parties (including attorneys, accountants and other representatives of Recipient) who are required to have such information in order to evaluate or engage in discussions concerning the Purpose and who are bound to preserve its confidentiality. Except as may be required by law, neither party will, without the prior written consent of the other party, make any public statement regarding the discussions or evaluations between the parties, or disclose the fact that, (a) the parties have received any Confidential Information, and/or (b) this Agreement exists or any of its terms.

4. NO WARRANTY. Nothing in this Agreement will be interpreted as a representation or warranty as to the accuracy, validity or completeness of all or any part of the Confidential Information or of any information provided by one party to the other party.

5. RETURN OF MATERIALS. All documents and other tangible and intangible (e.g. electronic) objects to the extent containing or representing Confidential Information, and all copies in the possession of Recipient, will be and remain the property of Disclosing Party and will be promptly returned to them or destroyed upon Disclosing Party's written request. Recipient will provide a certificate attesting to compliance with such request. No copy of the Confidential Information in any form will be retained by Recipient or any of its representatives without the written consent of Disclosing Party.

6. NO LICENSE. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as may be expressly set forth in this Agreement.

7. TERM. The term of this Agreement commences on the Effective Date and continues until terminated by the parties in writing, provided, that each party's confidentiality obligations shall survive such termination until such time as the Confidential Information of the other party disclosed pursuant to this Agreement becomes publicly known and made available through no breach of this Agreement by the Receiving Party ("Public Information"). Furthermore, the fact that a portion of the Confidential Information may be Public Information shall not affect the Receiving Party's obligations to maintain as confidential any other portion of the Confidential Information that is not Public Information. In addition, paragraphs 4 through 11 will survive the termination of this Agreement.

8. REMEDIES. Each party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other legal remedies such as specific performance (without posting any bond and without proof of actual damages). Each party also agrees to reimburse the other party for all costs and expenses, including reasonable attorneys' fees, the other party incurs in attempting to enforce this Agreement.

9. NO OBLIGATION. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time with notice as provided in Paragraph 10.

10. NOTICES. Any notice under this Agreement will be in writing and be delivered as follows and deemed to have been duly given, (i) the same day if personally delivered, (ii) the next day if sent by an overnight courier service, or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid, to the other party at their respective addresses provided in this Agreement.

11. MISCELLANEOUS. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, provided, however, a party may not assign this Agreement in whole or in part (whether by operation of law, sale of securities or assets, merger or otherwise) without the prior written approval of the other party. This Agreement shall be governed by the laws of the State of Illinois without reference to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the federal and/or state courts of the State of Delaware. The parties agree to accept service of process, summons, and/or notice pursuant to Paragraph 10 of this Agreement. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This document contains the entire agreement between the parties with respect to its subject matter, and neither party will have any obligation, express or implied by law, with respect to the Confidential Information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that, or any other, provision. This Agreement may not be amended, or any obligation waived, except by a writing signed by both parties hereto.

CAREVALIDATE, INC.

BY: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4575 Webb Bridge Rd., Suite 4345, Alpharetta, GA 30023

(Insert Legal Name of Company)

BY: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

ADDRESS: _____