

**MEDINOTES Non-Disclosure Agreement**

This agreement made and entered into as this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MediNotes Corporation (MEDINOTES) and \_\_\_\_\_ having a principal place of business at \_\_\_\_\_ (“Company”).

MEDINOTES and Company wish to disclose to each other on a confidential basis certain information and documents considered confidential and/or proprietary by the disclosing party.

MEDINOTES and Company wish to maintain the confidentiality and/or the proprietary nature of the information disclosed so as to preserve to the disclosing party the commercial benefits of utilization of such information.

THEREFORE, MEDINOTES and Company agree as follows:

1. “Confidential and Proprietary Information” of a party includes such party’s trade secrets, pending or abandoned patent applications, invention disclosures, blueprints, documents, engineering specifications, models, customers, suppliers, distributors, licensees, marketing studies, profits, costs, pricing, tooling, manufacturing processes, and all other materials, whether written or oral, tangible or intangible, which such party holds confidential and has not publicly disclosed. Confidential and Proprietary Information of a party shall not include information which is (a) publicly known or becomes publicly known through no unauthorized act of the receiving party, (b) rightfully received from a third party, (c) independently developed by the receiving party, (d) already known by the receiving party without an obligation of confidentiality, or (e) required to be disclosed pursuant to a requirement of a governmental agency or law. In the event of a disclosure required under (e) the receiving party will provide the disclosing party with notice prior to such disclosure in order to afford the disclosing party a reasonable opportunity to file objections to the disclosure with the appropriate entity requiring the disclosure.
2. Each Party agrees as follows:
  - (a) That it will maintain the confidentiality of the other party’s Confidential and Proprietary Information:
  - (b) That it will direct its employees to maintain such confidentiality:
  - (c) That it will not disclose to any third party, including but not limited to subcontractors, without written authorization from the other party, any of the other party’s Confidential and Proprietary Information:
  - (d) That it will use the other Party’s Confidential and Proprietary information solely in connection with them becoming familiar with and participating as a Value Added Reseller (VAR).
  - (e) That, except for the use permitted under this Agreement, it will not use for its benefit or the benefit of any third party any of the other party’s Confidential and Proprietary Information: and
  - (f) That it will indemnify and hold harmless the other party from any and all foreseeable loss or liability which may result from unauthorized disclosure of the Confidential and Proprietary Information.
3. Within thirty (30) days following written notice by either party to the other, the party in receipt of such notice shall return to the other party all materials delivered pursuant to this Agreement and all copies thereof.
4. MEDINOTES and Company agree that should this Agreement be breached, money damages would be inadequate compensation: accordingly, any court of competent jurisdiction may also enjoin the disclosure or use by the breaching party of any Confidential and Proprietary Information. The laws of the State of Iowa shall govern this Agreement. This Agreement may be amended only by a written document executed by MEDINOTES and Company.
5. No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. In particular, without limitation, no license is hereby granted directly or indirectly under any patent, trademark, copyright or trade secret now held by, or which is or may be licensable by either MEDINOTES or Company.

**Executed by the parties as of the day and year first above written.**

Company \_\_\_\_\_

MediNotes Corporation \_\_\_\_\_

By (Printed Name) \_\_\_\_\_

By (Printed Name) \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_