

**Non-Circumvention, Non Disclosure and Confidentiality Agreement**

This Non Circumvention, Non Disclosure and Confidentiality Agreement ("Agreement") is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, for the strategic alliance by and between \_\_\_\_\_ ("\_\_\_\_") and HEALTHCARE INFORMATION TECHNOLOGIES, LLC, a Florida corporation ("HIT") and herein after called The Parties.

The Parties hereby agree to respect the integrity and tangible value of this Agreement.

The Parties hereby agree that this Agreement is a perpetuating guarantee from the date of execution for a period of Three (3) years and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated and new transactions regardless of the success of any potential venture between them.

The Parties involved in this transaction may learn from one another the names and contact information of potential clients and vendors, herein after called Contacts. The Parties hereby acknowledge, accept and agree that the identities of the Contacts will be recognized by The Parties as exclusive and valuable Contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any Contacts introduced or revealed to the other Party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, assigns, designees or consultants will not contact, deal with, negotiate or participate in any transactions with any of the Contacts without first entering into a written agreement with The Party who provided such Contact unless the Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, cell phone, facsimile numbers, email addresses and/or other pertinent information disclosed or revealed by either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, business model, concepts, ideas, products/services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing Party.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized initially and cumulatively in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees (including appeals).

The parties will construe this Agreement in accordance with the laws of the state of Florida. Venue for any proceedings under this Agreement shall be proper in Martin County, Florida. If any provision of this Agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

If a controversy arises with respect to the subject matter of this Agreement, Parties agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall have the power to resolve any and all disputes between the parties arising out of this Agreement, including the right and power to enforce the Agreement.

This Agreement contains the entire understanding between the Parties and any waiver amendment or modification to this Agreement by signature below, the Parties agree that any individual, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assign, designees or consultants of which the signer is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

A facsimile copy of this Agreement shall constitute a legal and binding instrument. By executing this document I warrant that I have complete authority to enter into this Agreement.

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

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Health Information Technologies, LLC  
2740 SW Martin Downs Blvd, Suite 262  
Palm City, FL 34990

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date