

ENTERPRISE NON-DISCLOSURE AGREEMENT

This Enterprise Non-Disclosure Agreement ("Agreement" or "NDA") is entered into by and between [insert entity] ("Buyer") whose address is [insert address], and [insert Supplier name] ("Supplier"), whose address is [insert address], collectively called the "Parties" and individually, a "Party". This Agreement shall become effective upon the last signature date of the Parties.

RECITALS

WHEREAS, the Parties desire to exchange information in connection with a possible venture or business transaction between them ("Transaction"), which will be limited to the purpose of the Transaction and no other business purpose.

WHEREAS, both Parties acknowledge and understand that in order to implement the proposed Transaction, both Parties will disclose Information (defined below) to one another.

WHEREAS, each Party agrees to maintain the Information it receives as strictly confidential and that it shall refrain from using or further disclosing such Information for any reason whatsoever except as permitted in this Agreement. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term "Information" shall mean, but is not limited to, certain payment rate-related information identified as hospital, physician, and other health care provider financial data, including claims utilization and payment data with respect to the services such providers have rendered. The term "Information" shall also include, but is not limited to, all information, knowledge or data given to one Party ("Receiving Party") by the other ("Disclosing Party") that is not generally known by the public such as any information containing or relating to such Party's financial condition, profits, losses, sales, managerial methods, customers, suppliers, research, products, services, marketing, facilities, ideas, discoveries, processes, developments, know-how, purchasing methods, sales forecasts, strategic plans, advertising, leases, ownership, stockholders, securities, trade secrets, copyrights, patents, trademarks, any other intellectual or property right, and any other information, knowledge or data, however recorded, concerning or relating to the business affairs of such Party.
2. The Parties agree to keep confidential and will not utilize or disclose any portion of the other Party's Information, provided, however, that the Party receiving the Information may disclose it to its directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants), or consultants, advisors and agents (collectively, "Representatives") (a) who need to know such information for the purpose of evaluating the Transaction, (b) who are informed by the Party receiving it of the confidential nature of such information, and (c) who agree to act in accordance with the terms of this Agreement. The Party receiving the Information will cause its Representatives to observe the terms of this Agreement and will be responsible for breach of this Agreement by any of its Representatives. The scope of review by the Party receiving the Information and its Representatives shall be strictly limited in purpose to ascertain the feasibility of a possible venture or business transaction between the Parties. The Party receiving the Information agrees not to use any information obtained during the review for any other business purpose.
3. The Receiving Party shall protect the disclosed Information by using the same degree of care (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of the Information as the Receiving Party uses to protect its own Information of a similar nature.
4. The Receiving Party shall not further copy or disclose the Disclosing Party's Information in any form, make alterations, written or oral summaries or extracts of such Information, or permit it to be disclosed or used in any normative database. The Receiving Party and its Representatives shall not directly or indirectly contact any providers or members regarding any of the Disclosing Party's Information with respect to such provider or member.

5. The Receiving Party shall provide prompt written notice to the Disclosing Party of any law or legal process that requires disclosure of the Disclosing Party's Information.

6. The Receiving Party acknowledges and agrees that any unauthorized use or disclosure of the Disclosing Party's Information would cause the Disclosing Party, its Representatives, its subcontractors and its providers, irreparable harm and would entitle any or all of them to obtain injunctive relief enjoining the Receiving Party from such unauthorized use or disclosure and further violating this Agreement.

7. As between the Parties, all Information is and shall remain the property of the Disclosing Party. The provision of Information hereunder shall not transfer any right, title or interest in such information to the Receiving Party. The Disclosing Party does not grant Receiving Party any license or express or implied right to or under any patents, copyrights, trademarks, trade secrets or other proprietary rights of Disclosing Party, its Affiliates, or any third party.

8. Information furnished in tangible form shall not be duplicated by Receiving Party except for the purposes of this Agreement. Upon the written request of Disclosing Party, Receiving Party shall return all Information received in written or tangible form, including copies, or reproductions or other media containing such Information, within ten (10) days of such request. If Information has been transferred in non-tangible form, at the request of Disclosing Party, Receiving Party shall destroy such Information and certify the destruction to Disclosing Party. At Receiving Party's option, any documents or other media developed by the Receiving Party containing Information may be destroyed by the Receiving Party. The Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

9. The Parties agree that they will not make any disclosure that it is having or has had discussions concerning a possible Transaction, that it has received Information from the Disclosing Party, or that it is considering a possible Transaction; provided that the Receiving Party may make such a disclosure if it has received advice from legal counsel that such disclosure must be made by it in order that it not commit a violation of law and, prior to such disclosure, unless prohibited by law, the receiving Party promptly (a) advises the Disclosing Party concerning the information the Receiving Party proposes to disclose, (b) furnishes only that portion of the Information that the Receiving Party is legally required to furnish and (c) use its best efforts to obtain assurance that confidential treatment will be accorded to such Information. In the event any such disclosure is so required, the Receiving Party shall use its reasonable efforts to permit the Disclosing Party to seek a protective order or other appropriate remedy at the Disclosing Party's expense.

10. The restrictions on use and disclosure in this Agreement will not apply to Information generally available to the public or to Information that the Receiving Party acquired, directly or indirectly, from a third party who had a right to possess and disclose the Information.

11. In the event that the Receiving Party is unable or unwilling to maintain the security of the Information, in a manner consistent with the understandings set forth herein, the Receiving Party shall return all such Information or certify to Disclosing Party that it has been destroyed; provided, however, that the Receiving Party may retain a copy of the Information in accordance with its records management policy or as otherwise required by law but in such event shall maintain the confidentiality of the Information consistent with the terms of this Agreement.

12. In the event either Party decides that it does not wish to proceed with the Transaction, such Party shall promptly inform the other of its intention not to proceed. After providing such notice, or at any time or for any reason upon request from the Disclosing Party, the Receiving Party shall return or destroy the Information in accordance with Paragraph 11 of this Agreement.

13. The obligations with regard to use and disclosure of Information contained in this Agreement survive the expiration or termination of this Agreement.

14. The rights and obligations of the Parties in this Agreement shall bind and attach to their Representatives and successors. No Party may assign this Agreement in any manner. No failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, further exercise thereof or the exercise of any right, power or privilege hereunder.

15. The term of this Agreement shall be for a period of five (5) years from the Effective Date of this Agreement.

16. This Agreement constitutes the entire agreement between the Parties with respect to disclosure of Information and supersedes and cancels any and all prior contemporaneous agreements, representations, understandings and conversations, either oral or written, between the Parties, unless specifically incorporated by reference or attached.

17. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

18. A waiver of any breach of any provision of this Agreement by any Party shall not operate or be construed as a waiver of any subsequent breach; each and every right, remedy and power granted to any Party or allowed to it by the law shall be cumulative and not exclusive.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

BUYER:

SUPPLIER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____