



CONFIDENTIALITY AGREEMENT

1. This agreement (“Agreement”) is by and among _____ (the “Interested Party”) and IllinoisDPM – Geneva Practice and its representative Mike Crosby of Provider Resources, LLC (the “Company”) in connection with the request by the Interested Party to receive information regarding the Company to be used in consideration of a potential transaction between the Interested Party and the Company. In consideration for disclosure of information regarding the Company, the Interested Party and its directors, officers, employees, agents, and advisors (collectively, “Representatives”) agree as follows:
2. Information furnished by the Company to the Interested Party, including but not limited to the Confidential Memorandum, and other information regarding the business, financial condition, customer lists, marketing strategy, names of employees, compensation amounts and formulas, billing amounts, operations, and prospects of the Company (“Proprietary Information”) shall be deemed confidential. Proprietary Information shall not include any information, which becomes generally available to the public other than as a result of disclosure by the Interested Party or its Representatives.
3. The Interested Party understands and acknowledges that neither the Company nor any of its representatives (including without limitation Mike Crosby (“Company Representative”)) make any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information. The Interested Party agrees that neither the Company nor any of its representatives (including without limitation Mike Crosby) shall have any liability relating to or resulting from the use of the Proprietary Information. Only those representations or warranties which are made in a final definitive agreement regarding the transactions contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
4. Unless otherwise agreed to in writing, neither the Interested Party nor any of its Representatives will use, disclose or reveal any Proprietary Information for any purpose other than in connection with the proposed transaction or to any persons or entities other than to those Representatives who clearly need such access to actively and directly participate in the evaluation of the Proprietary Information. Furthermore, the Interested Party will not use the Proprietary Information in any way detrimental to the Company or any of its employees or customers.

5. Without the prior written consent of the Company, the Interested Party will not and will direct its Representatives not to: (i) disclose to any person, including but not limited to any customer, employee, supplier, creditor, or competitor of the Company (a) the fact the Proprietary Information has been made available to the Interested Party or (b) the fact that discussions or negotiations are taking place concerning a possible transaction, or (c) the terms, conditions or other facts with respect to any such transaction including the status thereof; or (ii) make any inquiry about the Company's business to any customer, employee, supplier, creditor or competitor of the Company.
6. The Interested Party will not solicit any of the Company's employees for employment for a period of two years from the date of this Agreement.
7. The Interested Party will promptly advise the Company if it has determined not to pursue a transaction with the Company, and will, upon request of the Company, return all Proprietary Information, as well as any copies, records, notes or other pertinent written, printed, or tangible materials to the Company. Alternatively, the Interested Party will promptly destroy the same and advise the Company in writing of such destruction.
8. The parties agree that in the event that the Interested Party breaches or threatens to breach any of the provisions of this Agreement, monetary damages will be an inadequate remedy and, therefore, due to the immediate irreparable actual and substantial harm which will result from a breach or a threatened breach by the Interested Party of the provisions of the Agreement, the Company shall be entitled to obtain an immediate permanent injunction against such breach and other equitable relief to enforce any and all of the provisions of this Agreement. The remedies afforded to the Company by this paragraph shall be in addition to any and all other remedies available to the Company for any violation, breach or threatened breach of this Agreement by the Interested Party.
9. The Interested Party agrees that unless and until a final definitive agreement regarding a transaction between the Company and the Interested Party has been executed and delivered, neither the Company nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Interested Party further acknowledges and agrees that the Company reserves the right to reject any and all proposals made by the Interested Party with regard to a transaction between the Company and the Interested Party and to terminate discussions and negotiations with the Interested Party at any time.
10. The Interested Party agrees to indemnify and hold harmless the Company and their directors, officers, employees, agents and advisors (including without limitation Representative) from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity and all related matters) arising out of or resulting from any unauthorized use or disclosure by the Interested Party or any of its Representatives or affiliates or their representatives of the Proprietary Information.

11. The Company's financial advisor is the Company Representative. The Company Representative will arrange for all appropriate contacts between the Company and the Interested Party. The Interested Party agrees to direct all (i) communications regarding any potential transaction with the Company, (ii) requests for additional information, (iii) requests for facilities tours or management meetings and (iv) discussions or questions regarding procedures exclusively to the Company Representative. The Interested Party agrees not to contact the Company directly under any circumstances.
12. This Agreement and the obligations hereunder shall continue for a period of one year from the date of this letter agreement.
13. This Agreement may not be amended or modified except in writing signed by each of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Tennessee. The Company and the Interested Party hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Tennessee and of the United States District Courts located in the City of Nashville for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts. The Company and the Interested Party hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, claim or other proceeding arising out of or relating to this Agreement in the courts of the State of Tennessee or the United States District Courts located in the City of Nashville, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding brought in any such court has been brought in any inconvenient forum. Each of the parties hereto expressly waives all right to trial by jury in any action or proceeding arising out of or relating to this Agreement.
14. Please confirm the Interested Party's agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between the Interested Party and the Company.
15. Notwithstanding anything herein to the contrary, the provisions of the Agreement shall be void and not applicable if the Interested Party or an entity controlled by him, enters into a definitive agreement regarding the purchase of the assets of the Company or otherwise purchases the business of the Company.

On behalf IllinoisDPM

The Representative

Mike Crosby

By: _____
Date: _____

By: Mike Crosby
Date: _____