CONFIDENTIAL DISCLOSURE AGREEMENT

BETWEEN

Central New York Care Collaborative, Inc. (CNY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Recipient”)

 THIS Confidential Disclosure Agreement (“CDA” or “Confidentiality Agreement”) between the parties herein is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2020, by and between the corporate entities set forth above and having executed this CDA.

W I T N E S S E T H :

 WHEREAS, the parties wish to explore the feasibility of proposals to sustain and/or transform current structures, assets and/or business operations of CNYCC in response to a Request for Information (RFI Transactions) which requires the use of confidential and/or proprietary information held by each of the respective parties;

 NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is understood and agreed as follows:

1. The parties agree that it is necessary and desirable to disclose information to each other as a respective “Recipient” or “receiving party” of confidential and proprietary information (hereinafter referred to as “Confidential/Proprietary Information” or “Confidential Information”) as reasonably requested by either party as Requestor in relation to the RFI Transactions. For purposes of this Agreement, Confidential/ Proprietary Information will include but is not limited to any and all communications/documentation/materials, etc. (including but not limited to oral, written, electronic, hard copy and/or contained in or part of any medium) provided to the Recipient (and/or Recipient’s representative) including any information, books, records and other documentation pertaining to or relating to the business operations. The Confidential/Property Information shall be securely maintained by the Recipient during the course of and in accordance with this Agreement. Recipient acknowledges that such Confidential/Proprietary Information is very sensitive, highly valuable and/or not known to each party’s competitors. Each party further acknowledges the highly sensitive nature of any knowledge by third parties, including the public and community served by each party, regarding negotiations, discussions and/or any communications relating to any RFI Transactions. Each party understands that any release or disclosure of information relating to such negotiations, discussions or communications will damage CNYCC with respect to its business operations. As such, Recipient will assure confidentiality of the Confidential/Proprietary Information including but not limited to any and all oral information eachanged between the parties as well as the fact that the parties may be discussing or negotiating with each other in any way or have entered into this CDA.

 2. As a Recipient of Confidential/Proprietary Information, the Recipient (and/or Recipient’s representative) agrees that same shall be used solely for evaluating possible collaboration and/or the development of a term sheet with respect to RFI Transactions. Recipient agrees that access to the Confidential/Proprietary Information will be strictly limited to the Recipient and/or it representatives namely, its members, officers, directors, shareholders, employees, owners, affiliates, agents or consultants and that access to any other person/indvidual/entity will be permitted only upon advance written consent of the party supplying such information. Recipient warrants that all such representatives namely its members, officers, directors, shareholders, employees, agents or consultants or other person/indvidual/entity permitted access are under appropriate burden and obligation of confidentiality consistent with and in accordance with the Recipient's obligations and requirements under this Agreement. Any party which is not a signatory to this CDA will be required to acknowledge the terms hereof in writing before any access is provided.

 3. Confidential/Proprietary Information shall be disclosed as is reasonably necessary, subject to the following conditions:

1. Confidential Information may also include materials associated with each respective party’s principles and/or related entities. Recipient shall assure that there is no disclosure of same to any person or firm without the written consent of party supplying the information.
2. All Confidential/Proprietary Information disclosed to the receiving party shall be duplicated only as authorized in writing by supplying party and all copies of all information shall be returned to the supplying party upon request or upon expiration of this Agreement whichever shall first occur.
3. All Confidential/Proprietary Information disclosed by CNYCC may, at CNYCC’s sole discretion be made available within a digital data room established by CNYCC’s attorneys and shall require that all individuals accessing such data room obtain appropriate permissions as necessary for such access.

 4. Recipient agrees that it shall not communicate Confidential/Proprietary Information to any third party and shall use its best efforts to prevent inadvertent disclosure of Confidential/Proprietary Information to any third party.

 5. The obligations of this Agreement affecting use and disclosure of Confidential/Proprietary Information shall survive any termination of this Agreement and shall terminate with respect to any particular portion of the Confidential Information only if:

 A. it was in the public domain at the time of the disclosure to the receiving party; or

 B. it was developed by employees or agents of the receiving party independently of and without reference to any Confidential/Proprietary Information of the other party.

6. If a term sheet relating to RFI Transactions involving the Parties is not the subject of a Definitive Agreement within one hundred and twenty (120) days from the date hereof (subject to extension by written agreement of the Parties), or if a Party is no longer actively pursuing in good faith such a transaction and has so advised the other Party in writing, Recipient will promptly (i) deliver to the other all documents and copies thereof containing, constituting or referring to the Confidential/Proprietary Information in its possession or in the possession of its representatives, (ii) destroy all copies of any analyses, compilations, studies, notes or other information, including, without limitation, information that is stored in both documentary and electronic form, prepared by or for its internal use which reflects the Confidential/Proprietary Information; and (iii) certify in writing to the other party that all such documents, materials and information have been so returned or destroyed, as the case may be. Written notice terminating this Agreement may be provided at any time during the 120 day period set forth herein and/or any extension thereof.

7. Except as required by law, without the prior written consent of the other Party, Recipient will, and will direct its representatives (including but not limited to its members, officers, directors, shareholders, employees, owners, affiliates, agents or consultants or other person/indvidual/entity permitted access) not to, disclose to any person (i) the fact that Confidential/Proprietary Information has been made available, or that a Party has inspected any part of the Confidential/Proprietary Information, (ii) the fact that discussions or negotiations are taking place concerning a possible transaction between the Parties, or (iii) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

8. It is understood that each Party will designate appropriate contacts for purposes of evaluating a possible transaction and negotiating a Definitive Agreement. Unless otherwise agreed to by a Party, all communications regarding a possible transaction and requests for information will be submitted or directed to the designated contacts of the appropriate Party.

9. Each Party understands and acknowledges that it is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential/Proprietary Information and none of the Parties nor any of their respective representatives (including but not limited to its members, officers, directors, shareholders, employees, owners, affiliates, agents or consultants or other person/indvidual/entity permitted access) will have any liability resulting from the use of the Confidential/Proprietary Information except with respect to any liability arising under the terms of this Confidential Disclosure Agreement. Only those representations or warranties that are made in the Definitive Agreement when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such a Definitive Agreement, shall have any legal effect. Notwithstanding the above, the Parties agree that they will not intentionally provide Confidential/Proprietary Information that is not in the most current form reasonably available, provided that nothing herein shall obligate either Party to prepare material or data for purposes of the proposed transaction that is not reasonably available to it in the ordinary course of business.

10. Nothing in this Confidential Disclosure Agreement is intended to impose, or shall impose, upon either Party any obligation to provide information: (a) that the Party believes it is prohibited from disclosing by law or by a contractual obligation to another person or entity; (b) that concerns or relates to a competitor of the other party or the patients of such competitor; (c) that consists of data or other information in which another person or entity has or claims a proprietary interest; or (d) that the Party otherwise believes, in its sole discretion, not to be in its best interest to disclose.

11. Each Party agrees that unless and until a Definitive Agreement has been fully executed and delivered, it will not be under any legal obligation of any kind whatsoever enter into or conclude any agreement whatsoever by virtue of this CDA. This Agreement shall not be construed as establishing a partnership, joint venture, licensing, agency or other business relationship between the parties.

12. Each Party specifically agrees that money damages would not be an adequate remedy for any breach of this Agreement and the non-breaching Party shall be entitled to specific performance as a remedy for any such breach. Therefore, both Parties shall be entitled to injunctive relief from any court of competent jurisdiction, such relief to be available without the necessity of posting a bond, cash or otherwise. Specific performance shall not be deemed to be the exclusive remedy for any breach of any provision of this Agreement but shall be in addition to all other remedies provided by law or equity. In the event a Party engages in legal proceedings to protect its rights under this Agreement, it will be entitled to payment of all reasonable costs and expenses, including without limitation, reasonable legal fees and disbursements, incurred by it in such proceedings in the event that it prevails against the breaching Party. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. In the event of an actual or threatened use or disclosure of Confidential/Proprietary Information by a Party and/or its representative or former representative that is not authorized by this Confidential/Proprietary Information, that Party shall provide reasonable assistance to the other in identifying and locating the representative or former representative in order to enable the other to seek appropriate judicial relief from it, him or her.

 13. This Agreement shall govern all communications between the parties on the subject matter of this Agreement during the period from the date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. This Agreement sets forth the full and complete terms of the relationship between the parties and may not be modified without a written amendment signed by the parties hereto.

 IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year stated above.

CENTRAL NEW YORK CARE

COLLABORATIVE, INC. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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