

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is made and entered into on this the ____ day of _____, 200__ ("Effective Date") by and between CHILDREN'S VOLUNTEER HEALTH NETWORK, INC. ("Discloser"), whose address is 174 Watercolor Way, #320, Santa Rosa Beach, Florida 32459 and _____ ("Recipient/Volunteer"), whose address is _____.

WHEREAS, Discloser maintains certain confidential information regarding the children to which it arranges for the provisions of medical, dental and psychological services and the providers and volunteers who provide said services; and

WHEREAS, Recipient/Volunteer will have access to said confidential information for the purpose of providing services to Discloser in furtherance of facilitating the provision of medical, dental and psychological services; and

NOW, THEREFORE, in consideration of the terms hereinafter contained, and for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Foregoing Statements. The parties acknowledge and agree that all of the foregoing statements are true and accurate and that such statements constitute an integral part of this Agreement.

2. Confidential Information. This Agreement shall govern Recipient/Volunteer's receipt of, and access to, confidential information pertaining to the facilitation of the provision of medical, dental and psychological services to children, hereinafter referred to as "Confidential Information," regardless of whether such information is written or verbal. Any and all Confidential Information directly or indirectly related to Discloser's provision of services that is submitted to the Recipient/Volunteer by Discloser, including but not limited to, client/patient lists, provider lists, volunteer lists, donor lists, medical charts and records, financial information, other lists compiled by or obtained by Discloser, books, files, manuals, contracts, leases, financial statements, trademark information, and the like, as well as any other information or documents provided to or available to Recipient/Volunteer shall constitute Confidential Information that is subject to the terms of this Agreement ("Confidential Information"). Any and all Confidential Information directly or indirectly submitted to Recipient/Volunteer by any representative of Discloser shall constitute Confidential Information.

3. Protection of Confidential Information. With respect to the Confidential Information, Recipient/Volunteer shall be subject to, and shall strictly comply with, the succeeding provisions of this Section 3.

(a) Recipient/Volunteer acknowledges that the Confidential information constitutes sensitive and confidential information that is protected by Federal privacy laws and that said Confidential Information is unique, special, valuable and proprietary property of Discloser. Recipient/Volunteer further acknowledges that any disclosure of the Confidential Information to



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Santa Rosa Beach, FL 32459
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any third party may result in irreparable harm to the Discloser and the parties served by and affiliated with Discloser. In recognition of the same, Recipient/Volunteer shall not disclose the Confidential Information to any third party without first obtaining approval for such disclosure from Discloser or its agent. For the purpose of this Agreement, a third party is any person or entity other than Discloser or Recipient/Volunteer.

(b) At a minimum, Recipient/Volunteer shall exercise the same degree of care with the Confidential Information as with Recipient/Volunteer's own materials of a highly sensitive and proprietary nature. The Confidential Information shall be used by Recipient/Volunteer solely for the purpose of facilitating the provision of services to children served by Discloser. Upon the written request of Discloser, Recipient/Volunteer shall immediately return to Discloser the Confidential Information and destroy all copies, partial copies, or any notes or references pertaining thereto.

(c) The obligations of Recipient/Volunteer with respect to the Confidential Information shall continue indefinitely, notwithstanding the return of the Confidential Information to Discloser.

(d) In the event of a breach or threatened breach by Recipient/Volunteer with respect to the foregoing provisions of this Section 3, Discloser shall be entitled to seek injunctive relief, and Recipient/Volunteer shall be obligated to reimburse Discloser for all costs incurred by Discloser, directly or indirectly, in connection with obtaining such an injunction, including, but not limited to, attorney fees, court costs, and filing fees; provided, further, Discloser shall be entitled to any other damages, or other legal or equitable relief, to which it is entitled to virtue of any such aforesaid breach

4. Miscellaneous.

(a) Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.

(b) Entire Agreement. This Agreement contains all representations and the entire understanding and agreement between the parties as to the subject matter hereof. Correspondence, memoranda or agreements, whether written or oral, originating before the date of this Agreement are replaced in total by this Agreement. This Agreement will remain effective and binding indefinitely.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state courts of Florida shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance or breach of this Agreement.

(d) Attorney Fees. The prevailing party to a dispute between, or litigation among, any of the parties hereto, if said dispute or litigation relates to this Agreement, shall be entitled to reimbursement from the non-prevailing party or parties for the prevailing party's reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this Agreement, the



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“prevailing party” shall be deemed to be that party who obtains substantially the result sought, whether by settlement, mediated or otherwise, dismissal, or judgment. For purposes of this Agreement, the term “reasonable attorneys’ fees” shall include, without limitation, the actual attorneys’ fees incurred in retaining counsel for advice, negotiations, suit, appeal, or any other legal proceeding, including mediation and arbitration.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Nonwaiver. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.

(f) Interpretation. The language used in this Agreement shall not be construed in favor of or against any of the parties, but shall be construed as if all of the parties prepared this agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date or dates set forth herein below to be effective for all purposes as of the Effective Date.

DISCLOSER:

CHILDREN'S VOLUNTEER HEALTH NETWORK, INC.

By: _____
Its: _____

RECIPIENT/VOLUNTEER:
