

MUTUAL NON-DISCLOSURE AGREEMENT

Purpose

The physician practice (the "Practice") listed on the signature page of this Mutual Non-Disclosure Agreement (this "Agreement") wishes to explore the possibility of becoming a member of United Rheumatology LLC ("URLLC"). In connection with this, the Practice and URLLC may exchange certain Confidential Information (as defined below) with each other. Each party will strictly maintain the confidentiality of the other party's Confidential Information in accordance with this Agreement.

Confidential Information

"Confidential Information" of a party means any confidential information relating to that party's business and operations, including but not limited to any financial or other information of or about the party, customer or patient information, vendor or supplier information, and any other type of proprietary data or trade secrets relating to the party, which is disclosed by the such party to the other party, or which the other party otherwise gains knowledge of, either directly or indirectly, in writing, orally, or through inspection or review of materials exchanged by the parties or participation in meetings or calls regarding the Practice's potential membership in URLLC. Confidential Information does not include information which (i) was publicly known and available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and available in the public domain after disclosure by the disclosing party through no action or inaction of the other party or any Representative (as defined below) of the other party; (iii) is in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by written records; or (iv) is received by the receiving party from a third party without an accompanying duty of confidentiality.

Confidentiality

Each party agrees not to disclose the Confidential Information of the other party or to use Confidential Information of the other party for any purpose other than to facilitate discussions and between the parties and decision-making regarding the Practice's membership in URLLC. Each party agrees to protect the other party's Confidential Information from disclosure to anyone using at least the same protective measures and standard of care that such party uses to protect its own Confidential Information. Each party further agrees promptly to advise the other party in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and to take all steps reasonably requested by the other party to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.

Consultants and Employees Bound

Each party agrees to disclose the Confidential Information of the other party to its officers, directors, employees, consultants and agents (collectively, the "Representatives") solely on a need-to-know basis, and will require each Representative who receives such Confidential Information to sign appropriate non-disclosure agreements or will take other appropriate measures to require such Representative to hold any Confidential Information received by such Representative in the strictest confidence and not to use such Confidential Information for any purpose other than decision-making regarding the Practice's membership in URLLC.

Remedies

Should either party or such party's Representatives breach any of the provisions of this Agreement, such party agrees to reimburse the other party for any loss or expense incurred by the other party as a result of such breach, including without limitation court costs and reasonable attorney's fees incurred by the Discloser. The parties further agree that any unauthorized use or disclosure of the Confidential Information will result in irreparable damage to the breaching party and that the breaching party shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or

preliminary injunction against any such unauthorized use or disclosure by the breaching party without the need to post a bond.

Choice of Law

This Agreement shall be governed by the laws of the State of New York. Any dispute arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in Suffolk County, Long Island, New York.

Entire Agreement

This Agreement is the entire agreement of the parties. This Agreement may be modified only by a subsequent written agreement signed by both parties.

AGREED AND ACKNOWLEDGED:

United Rheumatology

[Practice Name]

Signature

Signature

Date

Date