SynchronyRx

Mutual Non-Disclosure Form

CONFIDENTIALITY AGREEMENT

NOTE: **The purpose of this Agreement is to protect the confidentiality of information shared in connection with preliminary discussions and/or negotiations between the parties pending a formal written agreement. No non-public personal information about either party's customers is to be shared in any manner whatsoever.**

In order to protect the confidential information of Synchrony Rx, LLC, with an office at 105 Down Court Windermere, FL 34786, and (insert Name) _____, with an office location at (insert Address) _____ and which may be disclosed or obtained during discussions or negotiations between the parties in connection with the business relationship regarding pharmacy related adjudication systems, data analysis and other such work and the exploration thereof ("Transaction"), the parties are entering into this Confidentiality Agreement ("Agreement").

1. Definition of Confidential Information

a. "Confidential Information" shall mean all information of a party and/or any of its affiliates to which the other party has had or will have access to in connection with the transaction whether in oral, written, graphic or machine-readable form, including without limitation, specifications, operations or systems manuals, decision processes, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, information about customers, proprietary ideas, concepts, know-how, methodologies and all other information related to a party's business and/or the business of any of its affiliates. Confidential Information shall also include (i) all notes, analyses and studies prepared by a party incorporating the other party's Confidential Information; (ii) information regarding the Transaction; (iii) the existence of this Agreement; and (iv) information of a third party that a party discloses to the receiving party provided, that the Disclosing Party has the right to disclose such information and such disclosure is not in violation of any obligation of confidentiality to the third party by the Disclosing Party.

b. Confidential Information shall not include information that: (i) is in the public domain at the time of its use or disclosure through no breach of this agreement by the party receiving Confidential Information ("Receiving Party"); (ii) was lawfully in the possession of or demonstrably known by the Receiving Party prior to its receipt from the party disclosing Confidential Information ("Disclosing Party"); (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) becomes known by the Receiving Party from a third party that is not known by the Receiving Party to be subject to an obligation of confidentiality to the Disclosing Party.

2. Protection, Use and Ownership of Confidential Information

a. The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information and shall use procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information, but no less than a reasonable standard of care. The Receiving Party shall not (i) transfer or disclose any of the Disclosing Party's Confidential Information to any third party; (ii) use any of the Disclosing Party's Confidential Information for any purpose other than in connection with the Transaction; or (iii) take any other action with respect to the Disclosing Party's Confidential Information inconsistent with the confidential and proprietary nature of such information. The Receiving Party may not use confidential information to leverage or utilize similar services based on received information with Disclosing Party's vendor (s), Notwithstanding clause (i) of this paragraph, the Receiving Party may disclose the Disclosing Party's Confidential Information to the officers, directors, employees, affiliates, consultants, attorneys, accountants, agents or other representatives of the Receiving Party (each a "Representative") who have a need to know such Confidential Information for the sole purpose of assisting the Receiving Party in reviewing and evaluating the Transaction. The Receiving Party shall cause each Representative to comply with the terms of this Agreement and assume full responsibility for any breach of the Agreement caused by a Representative.

b. The Receiving Party may disclose the Disclosing Party's Confidential Information if it is required by the binding order or formal written request of a government agency or a court of competent jurisdiction ("Order"), provided that any such disclosure is only to the extent necessary to comply with the Order and that the Receiving Party has given the Disclosing Party prompt notice of receipt of the Order so that the Disclosing Party will have an opportunity to contest it or seek a protective order as necessary.

c. The Disclosing Party may demand in writing at any time that the Receiving Party return or destroy any of its Confidential Information, including notes and copies, within its possession or control or in the possession or control of its Representatives. The Receiving Party shall comply with this request within thirty (30) days after receipt of the notice and provide written certification to the Disclosing Party that it has returned or destroyed all Confidential Information as requested. Notwithstanding the foregoing, the Receiving Party may retain one copy of such Confidential Information as is necessary to comply with the Receiving Party's internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein notwithstanding any termination of this Agreement.

d. All Confidential Information shall remain the property of the Disclosing Party. No rights or licenses of any kind are granted by this Agreement except the right to use such information in accordance with the terms of this Agreement.

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3. Term

Each party's duties under this Agreement will continue until the effective date of a written agreement between the parties regarding the Transaction containing provisions for the protection of Confidential Information. If no agreement is executed, each party's duties under this Agreement will continue after the termination by the parties of their discussions regarding the Transaction for a period of three years.

4. Limitations of Agreement

Nothing contained in this Agreement shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party or (b) limit either party's right to conduct similar discussions with others so long as these discussions do not violate the terms of this Agreement.

5. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its choice of laws principles. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE CONFIDENTIAL INFORMATION.

6. Equitable Relief

Each party acknowledges that a breach of its obligations under this Agreement may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to the other party for which monetary damages will not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

7. Amendment

This Agreement supersedes all prior agreements and understandings, and constitutes the complete agreement and understanding, between the parties with respect to the confidentiality of the information shared in connection with discussions regarding the Business Purpose. No amendment or modification to this Agreement shall be valid unless in writing signed by an authorized representative of each party.

8. Non-Waiver

Any forbearance or delay on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of the right of enforcement in the future.

9. Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes

10. Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other.

11. Execution

Each party warrants that it has the authority to enter into this Agreement. This Agreement may be executed in counterparts which, taken together, shall constitute one Agreement.

Name: _____	**Name:** Synchrony Rx, LLC.
By (signature): _____	**By (signature):** _____
Printed Name: _____	**Printed Name:** Jennifer Kingsley Wilson
Title: _____	**Title:** Chief Executive Officer
Date: _____	**Date:** _____

Email completed form to Info@SynchronyRx.com or fax to 407-909-8088

Contact Synchrony Rx | 407-909-8004 | 800-578-9714