

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into on this ____ day of _____, 20__, by and between Precise Benefits Group, LLC, a Limited Liability Company organized under the laws of Illinois (the "**Company**") along with its present and future affiliates and subsidiaries (the "**Company Entities**") and, collectively with the Company, the "**Disclosing Parties**", and _____, a _____ organized under the laws of _____ (the "**Recipient**").

WHEREAS, the Recipient and its agents and employees shall, from time to time, receive and have access to Confidential Information (as defined herein) of the Disclosing Parties (the "**Request**") for the purpose of discussing and evaluating one or more possible business transactions of mutual interest with the Company Entities (any and all such possible business transactions, collectively, the "**Transaction**");

WHEREAS, the Recipient acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Parties, and that the Disclosing Parties regard all Confidential Information as trade secrets, and acknowledges that the Disclosing Parties hold all rights in and to the Confidential Information and could be materially and irreparably harmed by its use or disclosure by the Recipient and its agents or employees; and

WHEREAS, the Disclosing Parties are willing to acquiesce to the Request, but only on the condition that the Recipient agrees to become bound to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.** (a) As used herein the term "**Confidential Information**" means any information of or about the business and operations of the Recipient that is not generally known to the public, whether tangible or intangible and whether or not delivered orally, stored, compiled or memorialized physically, electronically, graphically, photographically or in any other media, including, but not limited to: (i) information used in the Recipient's business that is sufficiently valuable and secret and that could afford another person or entity with actual or potential economic advantage, (ii) trade secrets, proprietary information, intellectual property, policies, business plans and strategies, information of or concerning current or future products and services, current and potential client and customer lists, research projects, consumer insights and research, works in process, artwork, unpublished website design, content and information, business methodologies, proposed domain names, trademarks, service marks and logos, software and software tools, user interface designs, trade dress, know-how, technical data, processes, projections, strategies, costs, methods of business operation, business plans and summaries thereof, business and marketing concepts, systems, training materials, market knowledge, governing organizational procedures, financial information, forecasts and data, sales information, profit data, all forms of financial, business, employee, technical, economic, engineering and design information, and any other information of or relating to the Discloser or its business partners, suppliers, affiliates, employees, contractors, independent contractors, subcontractors, agents, vendors, distributors, investors and past, present and potential clients, (iii) information that is subject to trade secret or similar regulation under any state or federal statute or

regulation, and confidential or secret information of or about other persons that is known to either party, and (iv) information labeled “confidential”, “proprietary”, or otherwise marked with a restriction on disclosure.

(b) Notwithstanding the foregoing, Confidential Information shall not include information which: (i) was lawfully possessed, as evidenced by Recipients records, by Recipient prior to receiving the Confidential Information; (ii) is generally known by the public through no fault of or failure to act by Recipient and its agents and employees inconsistent with its obligations under this Agreement; or (iii) is required by law to be disclosed, although the requirements of paragraph 4 hereof shall apply prior to any disclosure thereof being or to be made.

2. **Use and Disclosure of Confidential Information.** (a) Recipient agrees that during the term of this Agreement, and at any and all times after the termination of this Agreement, it will use at least the same methods and degree of care to prevent disclosure of the Confidential Information as Recipient uses (or would be expected to use in accordance with best practices) to prevent disclosure of its own Confidential Information, and that it will not disclose, nor permit or cause the disclosure of, the Confidential Information to any individual or entity (except as otherwise provided for herein).

(b) From time to time, any Disclosing Party may disclose Confidential Information to Recipient only in accordance with the terms set forth in this Agreement. Recipient will (i) limit disclosure of any Confidential Information to any of its agents or employees who has a need to know such Confidential Information in connection with the Transaction, and only for that purpose, and (ii) advise each such agent or employee of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require and cause each such agent or employee, for the benefit of the Disclosing Parties and as a pre-condition to disclosing to such agent or employee any Confidential Information, to be bound by this Agreement to the full and same extent as if such agent or employee had been, together and in the same capacity as Recipient, an original party hereto (it being understood, however, that Recipient will remain fully liable to the Disclosing Parties for acts or omissions by any such agent or employee that are in violation of or inconsistent with this Agreement, regardless of the foregoing and that the provisions of this Section 2(b) permitting the disclosure of Confidential Information by Recipient to other individuals or entities shall not accrue to the benefit of or grant any right to any such party).

(c) Recipient agrees to use the Confidential Information solely in connection with the Transaction and not for any other purpose except as expressly authorized by this Agreement. No right or license, whether expressed or implied, in the Confidential Information is granted to Recipient or is to be granted by Recipient to any other individual or entity. Title to the Confidential Information will remain solely with the Disclosing Parties. All use of Confidential Information disclosed under this Agreement shall be for the benefit of the Disclosing Parties and any modifications and improvements thereof by any individual or entity shall be the sole property of the Disclosing Parties.

3. **Compelled Disclosure of Confidential Information.**

Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving shall give the Disclosing Parties reasonable

notice prior to such disclosure and reasonable opportunity to obtain a protective order or the equivalent. Any such disclosure shall be made only to the extent legally required to be made.

4. **Remedies.**

The parties to this Agreement acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Disclosing Parties that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the parties hereby agree that the Disclosing Parties shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Parties shall be entitled to recover their costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief or other available remedies for breach by Recipient and its agents and employees of this Agreement.

7. **Return of Confidential Information.**

Upon request by the Disclosing Parties, and in any event upon completion or termination of the parties' business relationship, Recipient shall promptly return to the Disclosing Parties all materials in Recipient's possession or control that contain or represent any Confidential Information, including but not limited to documents, drawings, diagrams, flow charts, computer programs, memoranda, notes, and every other medium, and all copies thereof.

8. **Miscellaneous.** (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Kent County, State of Delaware, shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement, and Recipient (i) consents to personal jurisdiction therein, and (ii) waives the right to raise *forum non conveniens* or any similar objection.

(c) Any failure by the Disclosing Parties to enforce Recipients' strict performance of any provision of this Agreement will not constitute a waiver of their right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten, or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(f) This Agreement is personal in nature, and Recipient may not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Company, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(g) This Agreement may be terminated by either party with at least thirty (30) days written notice to the other party. Notwithstanding the foregoing, Recipients duties and obligations of Confidentiality and Non-disclosure with respect to any Confidential Information that was disclosed pursuant to this Agreement shall remain in effect indefinitely.

(g) Section headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(h) This Agreement may be signed in counterparts, each of which shall be deemed an original, but which shall altogether encompass one and the same Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Precise Benefits Group, LLC

By: _____

Name:

Title:

By: _____

Name:

Title: