

## ***CONFIDENTIALITY AGREEMENT***

This Confidentiality Agreement (this "Agreement") is made effective as of April 11, 2018, between WEST HOME HEALTHCARE, INC, of 19100 WEST 10 MILE ROAD, SUITE 201,, SOUTHFIELD, Michigan 48075, and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

WEST HOME HEALTHCARE, INC is engaged in HOME HEALTHCARE VISITS.  
\_\_\_\_\_ is engaged in TAKING CARE OF DISABLE PEOPLE.

### **HIPAA LAWS**

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to WEST HOME HEALTHCARE, INC, whether or not owned or developed by WEST HOME HEALTHCARE, INC, which is not generally known other than by WEST HOME HEALTHCARE, INC, and which \_\_\_\_\_ may obtain through any direct or indirect contact with WEST HOME HEALTHCARE, INC.

**A. Confidential Information includes without limitation:**

- business records and plans
  - financial statements
  - customer lists and records
  - trade secrets
  - technical information
  - products
  - pricing structure
  - discounts
  - costs
  - computer programs and listings
  - source code and/or object code
  - copyrights and other intellectual property
  - ALL PATIENTS INFORMATION
- and other proprietary information.

**B. Confidential Information does not include:**

- matters of public knowledge that result from disclosure by WEST HOME HEALTHCARE, INC
- information rightfully received by \_\_\_\_\_ from a third party without a duty of confidentiality
- information independently developed by \_\_\_\_\_

- information disclosed by operation of law
  - information disclosed by \_\_\_\_\_ with the prior written consent of WEST HOME HEALTHCARE, INC
- and any other information that both parties agree in writing is not confidential.

## **II. PROTECTION OF CONFIDENTIAL INFORMATION.** \_\_\_\_\_

understands and acknowledges that the Confidential Information has been developed or obtained by WEST HOME HEALTHCARE, INC by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of WEST HOME HEALTHCARE, INC which provides WEST HOME HEALTHCARE, INC with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, \_\_\_\_\_ agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of WEST HOME HEALTHCARE, INC. In addition, \_\_\_\_\_ agrees that:

*No Copying/Modifying.* \_\_\_\_\_ will not copy or modify any Confidential Information without the prior written consent of WEST HOME HEALTHCARE, INC.

*Application to Employees.* Further, \_\_\_\_\_ shall not disclose any Confidential Information to any employees of \_\_\_\_\_, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of WEST HOME HEALTHCARE, INC.

*Unauthorized Disclosure of Information.* If it appears that \_\_\_\_\_ has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, WEST HOME HEALTHCARE, INC shall be entitled to an injunction to restrain \_\_\_\_\_ from disclosing, in whole or in part, the Confidential Information. WEST HOME HEALTHCARE, INC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

## **III. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of WEST HOME HEALTHCARE, INC, \_\_\_\_\_ shall return to WEST HOME HEALTHCARE, INC all written materials containing the Confidential Information.

\_\_\_\_\_ shall also deliver to WEST HOME HEALTHCARE, INC written statements signed by \_\_\_\_\_ certifying that all materials have been returned within five (5) days of receipt of the request.

## **IV. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**V. NO WARRANTY.** \_\_\_\_\_ acknowledges and agrees that the Confidential Information is provided on an AS IS basis. WEST HOME HEALTHCARE, INC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WEST HOME HEALTHCARE, INC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. WEST HOME HEALTHCARE, INC does not represent or warrant that any product or business plans disclosed to \_\_\_\_\_ will be marketed or carried out as disclosed, or at all. Any actions taken by \_\_\_\_\_ in response to the disclosure of the Confidential Information shall be solely at the risk of \_\_\_\_\_.

**VI. LIMITED LICENSE TO USE.** \_\_\_\_\_ shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. \_\_\_\_\_ acknowledges that, as between WEST HOME HEALTHCARE, INC and \_\_\_\_\_, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of WEST HOME HEALTHCARE, INC, even if suggestions, comments, and/or ideas made by \_\_\_\_\_ are incorporated into the Confidential Information or related materials during the period of this Agreement.

**VII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive 5 YEARS from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Michigan. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:  
WEST HOME HEALTHCARE, INC

By: \_\_\_\_\_  
CHRISTOPHER NNAJI  
CEO

Recipient:

By: \_\_\_\_\_  
\_\_\_\_\_