



**ALLSCRIPTS HEALTHCARE, LLC
NON-DISCLOSURE AGREEMENT
(Reciprocal)**

Effective Date: ___ / ___ / _____

This Allscripts Non-Disclosure Agreement ("Agreement") governs the disclosure of information between _____ [Company or individual name] having its principal place of business at _____ ("Company"), and Allscripts Healthcare, LLC, having its principal place of business at 222 Merchandise Plaza, Suite 2024, Chicago, IL. 60654, and its direct and indirect subsidiaries and affiliates (hereinafter "Allscripts"). If a company name is entered above, the person signing this Agreement acknowledges that he or she is binding the entire company and represents that he or she has the authority to do so. A party disclosing Confidential Information (as defined below) pursuant to this Agreement is referred to herein as a "Disclosing Party" and a party receiving Confidential Information pursuant to this Agreement is referred to herein as a "Recipient."

1. Meaning of Confidential Information and Exclusions.

- (a) "Confidential Information" means information that Disclosing Party has marked as confidential or proprietary, designates as being confidential to the Recipient or, which, by its form, nature, content or mode of transmission would, to a reasonable recipient, be deemed confidential or proprietary, including, without limitation, information in tangible or intangible form relating to Disclosing Party's: (i) business policies and practices; (ii) financials; (iii) purchasing; (iv) manufacturing; (v) sales; (vi) personnel; (vii) merchandising; (viii) any released or unreleased software or hardware products and services; (ix) sales, marketing or promotion of any Disclosing Party's products and services; (x) patents, trade secrets, trademarks, copyrightable materials, techniques, inventions, know-how, processes, algorithms, software programs, software source documents, functional requirements, design details and specifications related to the current, future and proposed software or hardware products and services, (xi) research, experimental work, and development projects; (xii) customer lists, and; (xiii) information received from others that Disclosing Party is obligated to treat as confidential.
- (b) Confidential Information shall not include any information, however, designated or marked, that: (i) is or subsequently becomes publically available, after the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (ii) was in the Recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (iii) is lawfully obtained by the Recipient from a third party without any obligation to maintain the information as proprietary or confidential or (iv) is independently developed by employees or agents of the Recipient without reference to the Disclosing Party's Confidential Information and can be so proven by Recipient.

2. Obligations Regarding Confidential Information.

- (a) Recipient agrees not to use Disclosing Party's Confidential Information for any purpose other than evaluating potential business opportunities as mutually discussed by the parties. In addition, Recipient agrees that it will not reproduce, disseminate, or in any way disclose any Confidential Information of the Disclosing Party to any person, firm or business, except to those of its employees, officers, or authorized representatives, on a need to know basis, and only to those that have executed appropriate written agreements sufficient to enable Recipient to enforce the confidentiality obligations of this Agreement. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall not be disclosed to any form of public media without prior, written approval of both parties.

- (b) Each of the parties agrees that it shall take reasonable security precautions and treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information of similar sensitivity, but no less than commercially reasonable care.
 - (c) Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement by Recipient or its personnel or authorized representatives. Recipient will cooperate with Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
 - (d) Each of the parties agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party.
 - (e) Each party understands and acknowledges that the other party may develop and acquire technology, software and hardware for its own products and services, and that existing or planned products and services independently developed without use of the other party's Confidential Information, or acquired by a party, may contain ideas or concepts similar or identical to those in the Confidential Information. Each party further acknowledges and agrees that entering into this Agreement shall not preclude the Recipient from developing or acquiring such products without obligation to the Disclosing Party provided Recipient, in exercising such rights, does not breach its obligations under this Agreement (or any other agreement between the parties) with respect to the Disclosing Party's Confidential Information.
 - (f) Recipient shall, at Disclosing Party's request, return all original copies, reproductions and summaries of Confidential Information and all other tangible materials and products provided to the Recipient as Confidential Information, or at Disclosing Party's option, certify destruction of the same, including using commercially reasonable efforts to remove Confidential Information that may be stored on Recipient's systems.
 - (g) All Confidential Information furnished to one party by the other, shall remain the property of the Disclosing party. Disclosing Party shall retain all rights, title, and interest in and to its Confidential Information, including but not limited to any patent, copyright, trademark or trade secret rights ("Intellectual Property"). Disclosing Party does not grant any express or implied rights to Recipient to any of its Intellectual Property.
 - (h) The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving other rights or remedies, to seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, as agreed upon herein.
3. No agreement with respect to any transaction between the parties shall be deemed to exist, and neither party shall have any rights or obligations of any kind whatsoever with respect to any transaction, business relationship, or other obligation by virtue of this Agreement or any other written or oral expression by either party hereto or its personnel or authorized representatives, unless and until a definitive written agreement has been executed by the parties. It is expressly understood and agreed that neither party is bound by this Agreement to negotiate or consummate any transaction. Each party reserves the right, in its sole and absolute discretion, at any time, to reject any and all proposals from, and to terminate all discussions with, the other party. Without limiting the foregoing, the Disclosing Party makes no representations and gives no warranties of any kind regarding Disclosing Party's Confidential Information.

4. Notwithstanding anything to the contrary in this Agreement, Recipient may disclose Confidential Information to the extent necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party under this Agreement. In the event Recipient receives a court order, or is otherwise required by law to disclose any Confidential Information, Recipient will: (i) to the extent permitted by applicable law, notify the Disclosing Party promptly, in writing, upon receipt of such court order or other document requiring disclosure, such that Disclosing Party, has time to object and/or move for a protective order; and (ii) disclose a commercially reasonable amount of Disclosing Party's Confidential Information in response to such order and under the highest level of protection afforded under applicable law or regulation.
5. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any foreign government or any agency thereof at the time of export requires an export license or other government approval without the prior written consent of the other party.
6. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Any attempt to transfer all or part of either party's rights or obligations without such consent is null and void and of no effect.
7. This Agreement shall govern all communications between the parties that are made during the period from the Effective Date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. Provided, however, that each party's obligations under Paragraphs 2 with respect to Confidential Information of the other party received prior to such notice shall continue unless and until it is deemed non-confidential pursuant to section 1(b) of this Agreement.
8. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Illinois, USA, without regard to conflict of law provisions thereof. The parties agree to venue in the appropriate courts located in Cook County in the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.
9. This Agreement may only be changed by mutual written agreement signed by authorized representatives of both parties. This Agreement does not create a partnership, joint venture or other relationship between the parties and neither party has any authority to act on behalf of the other party. This Agreement contains the entire agreement of, and supersedes any and all prior or contemporaneous understandings, arrangements and agreements between the parties hereto, either oral or written, with respect to the subject matter hereof.
10. This Agreement may be signed in counterparts. The parties also agree that a signature transmitted via facsimile or electronically shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Allscripts Healthcare, LLC	Company
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: