

## USERS CONERENCE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into effective **June 14, 2017** by and between **Homecare Homebase, LLC** (the “Disclosing Party”) and

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(the “Interested Party”), collectively referred to herein as the “Parties.”

Regarding and related to the Interested attendance of the 2017 HCHB Users Conference with the Disclosing Party, whereby the Disclosing Party would provide certain tangible services and or information to the Interested Party (the “Transaction”), the Disclosing Party will be disclosing, providing and explaining certain information to the Interested Party that is non-public and confidential, proprietary in nature, and represents information which the Disclosing Party closely guards as a trade secret (collectively, the “Information”).

The Information will be provided to the Interested Party by the Disclosing Party as part of their participation in the 2017 HCHB Users Conference. The Interested Party acknowledges the confidential, proprietary, and trade secret nature of the Information, and in consideration of the Disclosing Party’s disclosure of the Information to the Interested Party, the Interested Party agrees that it will keep, protect, and treat all such Information as secret and confidential and that, without the prior written consent of the Disclosing Party, the Information will not be used or disclosed in any way to third parties by the Interested Party or by its officers, directors, partners, employees, affiliates, agents, or representatives (collectively, “Representatives”), the Information being used by the Interested Party and its Representatives strictly for the purpose set forth herein.

Moreover, the Interested Party agrees to disclose the Information only to its Representatives (1) who need to know the Information for the sole purpose of assisting the Interested Party in attending the 2017 HCHB Users Conference; (2) who are informed of this Agreement; and (3) who in writing agree to be bound by the terms of this Agreement as if a party hereto.

Without prior written consent of the Disclosing Party, neither party nor its Representatives shall disclose to any person the fact that the Interested Party has received any Information.

The Interested Party agrees that, upon the Disclosing Party’s written request, all copies of the furnished Information, original and otherwise, will be returned by the Interested Party and its representatives to the Disclosing Party, and any reports, memorandum, or other materials prepared by the Interested Party or at its direction containing or otherwise reflecting Information will be destroyed or surrendered to the Disclosing Party.

No obligation or liability shall accrue hereunder with respect to any Information that (1) is or becomes publicly available other than as a result of the acts or omissions of the Interested Party or its Representatives in violation of this agreement; (2) is in the possession of the Interested Party or of its Representatives prior to the disclosure by the Disclosing Party; (3) becomes available to the Interested Party from a source that, to the Interested Party’s knowledge, is not bound by a confidentiality agreement

with the Disclosing Party prohibiting such disclosure; or (4) is, on the advice of counsel, required to be disclosed by law or by legal process.

The Interested Party acknowledges and agrees that, in the event of any breach of this agreement, the Disclosing Party might be irreparably and immediately harmed, and unable to be made whole by monetary damages. It is accordingly agreed that the Disclosing Party, in addition to any other remedy to which it may be entitled at law or in equity, will be entitled to obtain an injunction or injunctions to remedy breaches of this Agreement and/or compel specific performance of this Agreement.

This Agreement may be modified or waived only by a separate writing to be executed by the Parties expressly modifying or waiving certain terms or conditions of this Agreement.

This Agreement shall be constructed and governed in accordance with the laws of the State of Texas.

“Disclosing Party:”  
**Homecare Homebase,  
LLC**

“Interested Party:”

By: 

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

Name: Tricia Collom

Name: \_\_\_\_\_

Title: VP Marketing

Title: \_\_\_\_\_

Date: June 14, 2017

Date: \_\_\_\_\_