

## LETTER OF COMMITMENT AND MUTUAL NON-DISCLOSURE AGREEMENT

THIS LETTER OF COMMITMENT AND MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of **DATE**, between Cordata Healthcare Innovations, LLC., a Delaware corporation, with offices located at 8170 Corporate Park Drive, Suite 200, Cincinnati, Ohio 45242, and **COMPANY OR ENTITY**, with offices located at **ADDRESS** (each a “Party” and collectively the “Parties”).

1. Purpose: The Parties wish to explore a business partnership in response to: **Request for Proposals: Law Enforcement Diversion Programs modeled after the Drug Abuse Response Team (DART) in Lucas County and Quick Response Teams (QRT) in Hamilton and Summit Counties** (“Transaction”) and, in connection with the Transaction, if successful, the Parties intend to create a business relationship to fulfill said requirements as defined in Appendix A (the “Offer”). In doing so, each Party may disclose to the other certain Confidential Information (as defined below) that the disclosing Party desires the receiving Party to treat as confidential.
2. Confidential Information: As used herein, “Confidential Information” means any information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally, via electronic transmission, or by inspection of tangible objects. Confidential Information includes all trade secrets and information that is confidential or otherwise proprietary to a Party, including but not limited to financial statements, product and service information, customer information, supplier information, data of any kind, programs, source or object code, flow charts and other materials, techniques, know-how and procedures contained therein. The disclosing Party shall not have any obligation to specifically identify any information to which the protection of this Agreement applies, by any notice or other action. Each Party acknowledges that it has delivered, is delivering, and will deliver Confidential Information to the other Party in reliance upon the promises, agreements and undertakings contained in this Agreement, and on the continuing condition that the receiving Party fully comply with such promises, agreements and covenants. Notwithstanding any provision in this Agreement to the contrary, Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) become publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure, and (iv) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality.

3. Non-use and Non-disclosure: Each party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning to Transaction. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to the receiving Party's employees, except to those employees, agents and consultants (the "Representatives") of the receiving Party who have a bona fide need to know the information in order to evaluate or engage in discussions on behalf of the receiving party concerning the Transaction. Each Party shall take reasonable measures to ensure that its Representatives comply with the obligations contained in this Agreement and shall be liable to the other Party for any breach by such Party or its Representatives of confidentiality with respect to the Confidential Information of the other party. Neither Party shall modify, reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to such Party under this Agreement.
  
4. Maintenance of Confidentiality: Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly Confidential Information and shall ensure that any Representative of such Party, who have access to Confidential Information of the other Party, are aware of the confidentiality provisions of this Agreement prior to any disclosure of Confidential Information to such Representatives. The Receiving Party shall not make any copies of the Confidential Information of the disclosing Party except for the purpose contemplated hereby. The receiving Party shall reproduce the disclosing Party's proprietary rights notices on any such copies, in the same manner in which such notices were sent forth in or on the original.
  
5. No Obligation: While each party has indicated their intent to proceed with the Offer if selected, nothing herein shall obligate either Party to proceed with the Transaction or any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by the Agreement concerning the Transaction.
  
6. No Warranty: ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
  
7. Return of Materials: All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.

8. No License: Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.
  
9. Term: The obligations of each receiving Party hereunder shall survive until such time as all Confidential Information of the disclosing Party becomes publicly known and made generally available through no action or inaction of the receiving Party.
  
10. Remedies: Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the injured Party to seek injunctive relief in addition to all legal remedies.
  
11. Miscellaneous: This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the laws of the State of Ohio, without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any failure to enforce any provisions of this Agreement shall not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except in writing when signed by both Parties.

**COMPANY**

Cordata Healthcare Innovations, LLC

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

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

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

Print Name: Gary Winzenread

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

Title: CEO

## **Appendix A**

- A special price for the software system to support up to two intervention teams with a two year license term at a price of \$10,000
- Participation in Cordata's Opiate Technology Advisory Council
- Per person pricing for UC CCP training at regional sites at a cost of \$1,000
- A RFP support document that provides specific answers to RFP sections involving data collection and reporting that map to the AGs requirements