

Viewing Programming Confidentiality Agreement

This Agreement being entered into between OccuCare Systems and Solutions, LLC, 3915 30th Avenue, Kenosha, WI 53144 (hereinafter “OccuCare”) and _____

_____ located at _____
_____ (hereinafter “Client”)

WHEREAS, OccuCare has developed proprietary programming for Functional Capacity Evaluation (FCE), Functional Progress Note (FPN), Functional Discharge Summary (FDS), Job Demands Analysis (JDA), Work Hardening/Work Conditioning (WH/WC), and Pre-Placement Screening as well as corresponding web based software, samples, training, marketing material and procedure manuals (hereinafter “OccuCare System”) for the testing and implementation of said programs; and,

WHEREAS, Client desires to view the procedures in the manuals, the software programming, turn key marketing, samples of end product including other proprietary information for the purpose of determining whether Client is interested in purchasing the procedures and manuals and software licensing; and,

WHEREAS, in accomplishing the purpose of this Agreement OccuCare will provide limited access to the web based software, samples of reports and marketing material and end products for examination by Client; and

WHEREAS, the parties wish to set forth their understanding as to how confidential and proprietary information will be treated in achieving purpose of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Confidential/Proprietary Information:** All information disclosed in the OccuCare Online Assessment Application to include but not limited to procedure manuals, software, marketing material and samples of all programming is deemed proprietary information of OccuCare and is subject to this Agreement.
2. **Limited Disclosure:** Client may disclose proprietary and confidential information to agents and employees of Client, for the sole purpose of determining whether client will enter into a contracted business arrangement with OccuCare, but will do so only with the understanding that proprietary/confidential information will not be disseminated to the public or to other persons, firms, corporations or entities outside of Client’s immediate business and/or competition with OccuCare.

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3. **Use of Confidential Information by Client:** Client may use confidential/ proprietary information exclusively for accomplishing the purpose of this Agreement. Confidential/proprietary information shall not become the property of Client and shall continue to be kept confidential and continue to be protected from disclosure by client. Client acknowledges that there is not right to reproduce, use, distribute, sell, make available to other persons, entities or businesses not part of client's business, or make any proprietary/confidential information public by the way of the internet or other purposes.
4. **Termination of Agreement:** This Agreement and the use of proprietary/confidential information shall automatically terminate 30 days after this document has been signed by OccuCare. Upon termination of this Agreement, all proprietary/ confidential information shall be returned to OccuCare. Client acknowledges that obligations of confidentiality set forth in paragraphs 1, 2, and 3 of this Agreement will not terminate and will remain in effect.
5. **Penalties:** In the event the proprietary/confidentiality provisions herein are breached or threatened to be breached by Client, both parties agree and acknowledge that OccuCare will suffer irreparable damage from the disclosure of confidential and/or proprietary information and shall be entitled to seek and execute an injunction without posting any bond whatsoever. In the event it is determined that an unauthorized release of confidential/proprietary information has occurred, client will be liable for any damages.
6. **Venue:** Both parties acknowledge and agree that if there are any disputes between the parties, in any manner arising out of or related to this Agreement said dispute shall be litigated in the Circuit Court of Kenosha County, State of Wisconsin.
7. **Applicable Law:** This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.

Dated: _____

Dated: _____

Client: _____
By a duly authorized representative

OccuCare Systems and Solutions, LLC.
by a duly authorized representative