

MD/PT Partners National, LLC

**CONFIDENTIALITY AND NON-CIRCUMVENTION
AGREEMENT**

THIS CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (“Agreement”) is made this _____ day of _____, 2009, by and between MD/PT Partners National, LLC a Texas limited liability company (“MD/PT Partners LLC”) and _____ located at _____ (“Practice”).

WITNESSETH

- A. Practice has an interest in a developing a business opportunity as presented by MD/PT PARTNERS LLC (the “Project”)and will have access to, certain Confidential Information regarding these opportunities; and
- B. MD/PT PARTNERS LLC is interested in making the above indicated opportunities available to Practice and will allow Practice to have access to, certain Proprietary and Confidential Information regarding MD/PT PARTNERS LLC’s business; and
- C. Practice and MD/PT PARTNERS LLC will apply substantial effort and expense in the discussion of this Project and agree that such efforts require the parties to obtain and honor certain standstill and Non-Circumvention commitments.
- D. Practice and MD/PT PARTNERS LLC desire to memorialize their understandings regarding the disclosure and use of Confidential Information and the Standstill and Non-Circumvention understandings between them.

NOW, THEREFORE, In consideration of the foregoing premises in this Agreement, the parties agree as follows:

1. Confidential Information. MD/PT PARTNERS LLC may furnish Practice with certain confidential, non-public and/or proprietary information concerning the Project affiliates and participating members. Practice may furnish MD/PT PARTNERS LLC with proprietary information concerning its business. All information concerning the Project shall be held by Practice in confidence in accordance with this agreement. All business information concerning Practice’s business shall be held by MD/PT PARTNERS LLC in confidence in accordance with this Agreement. All information concerning the Project,

MD/PT PARTNERS LLC's business, and Practice's business shall hereafter be referred to as the "Confidential Information".

2. Use of Confidential Information. The parties hereto agree to use Confidential Information only for informational purposes to evaluate participation in the Project. Both parties agree not to disclose Confidential Information to any other person or entity except upon the written consent of the other party. Both parties agree that, as set forth above, neither it nor its employees, agents, or business or professional associates will disclose or use any Confidential Information in any matter whatsoever.
3. Return of Confidential Information. All Confidential Information is to remain the sole property of each respective party. All Confidential Information furnished in documentary form and any copies thereof shall be returned to each respective party immediately upon its request.
4. Standstill. Practice agrees that in order to discuss and evaluate the Project in an appropriate manner Practice, its affiliates, and its participating members will standstill and cease all discussions or negotiations regarding any Projects on the market area of the Project, as determined above, with any other party regarding any project similar to the Project for a period of three (3) months from the effective date of this Agreement.
5. Non-Circumvention. In view of the fact that the evaluation and negotiation of this Project will require considerable time, effort, expense and expertise by MD/PT PARTNERS LLC, its affiliates and its participating members, Practice agrees that by signing below, that during the three (3) month Standstill period of this Agreement and for a period of six (6) months following the Standstill period of this Agreement, Practice, its affiliates, and its participating members, will not as a group or as individuals, pursue or participate in the planning of any other project in the same market area without the express written approval of the MD/PT PARTNERS LLC. Practice's affiliates and participating members will include any and all physicians, Physical Therapists and/or owners of health care facilities who express interest in the Project. The market area will be defined as the area within Ten (10) miles of any proposed location for this Project.
6. Entire Agreement: Invalidity. This agreement contains the full and complete understanding of the parties with respect to the subject matter hereof. It supercedes all prior representations and understandings whether oral or written. In the event that any provision herein is found invalid or unenforceable pursuant to judicial decree or discussion, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law and the remainder of this agreement shall remain valid and enforceable according to its terms.
7. Equitable Relief. Because of the unique and proprietary nature of the Confidential Information, and the mutual commitment of the time and effort required to explore this Project, it is understood and agreed that remedies at law for breach by a party of its obligations under this agreement will be inadequate and either party shall, in the event of such a breach, be entitled to equitable relief, (including without limitation, injunctive

relief and specific performance) without any requirements to post bond as a condition for such relief, in addition to all remedies under this agreement or available at law.

8. Legal Fees. The prevailing party and any action or proceeding brought to enforce the provisions of this agreement shall be entitled to recover its reasonable legal costs and expenses incurred in such action or proceeding, including but not limited to, any legal costs and expenses incurred to enforce any judgments rendered on this agreement. The provision regarding recovery of legal costs shall not be merged into any judgment on this agreement.
9. No Rights. Nothing in this agreement shall give either party any right, title, license, or interest, whatever in or to the Confidential Information (which shall remain at all times the property of each respective party) or in or to any existing patents, know how, inventions or other intellectual property of each respective party.
10. Non-Assignability. The rights and obligations of the parties under this agreement may not be assigned.
11. Amendment and Governing Law. This agreement can only be amended by subsequent written agreement between the parties. This agreement will be governed by the laws of the state of Ohio and the parties agree that the exclusive jurisdiction for any disagreement, dispute, claim, or matter arising hereunder shall be in the courts of the State of Ohio or the United States located in Cuyahoga County, Ohio.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date above written.

MD/PT Partners National, LLC

By: _____

Printed _____

Its: _____

By: _____

Printed: _____

Its: _____