

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between United Providers, of 125 N. Parkside dr. Suit 201M, Colorado Springs, Colorado 80909, and _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "United Providers", and the party to whom the Confidential Information will be disclosed will be referred to as "Host Home Provider".

United Providers is engaged in Developmentally disabled adults Host Home Provider is engaged in Assisting disabled adults with their daily needs Information will be disclosed to provider in order to know how to take care of the client The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to United Providers, whether or not owned or developed by United Providers, which is not generally known other than by United Providers, and which Host Home Provider may obtain through any direct or indirect contact with United Providers.

A. Confidential Information includes without limitation:

- business records and plans
- financial statements
- customer lists and records
- HIPPA/Confidential Medical Information and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by United Providers
 - information rightfully received by Host Home Provider from a third party without a duty of confidentiality
 - information independently developed by Host Home Provider
 - information disclosed by operation of law
 - information disclosed by Host Home Provider with the prior written consent of United Providers
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Host Home Provider understands and acknowledges that the Confidential Information has been developed or obtained by United Providers by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of United Providers which provides United Providers with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information,

Host Home Provider agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of United Providrs. In addition, Host Home Provider agrees that:

i. No Copying/Modifying. Host Home Provider will not copy or modify any Confidential Information without the prior written consent of United Providrs.

ii. Application to Employees. Further, Host Home Provider shall not disclose any Confidential Information to any employees of Host Home Provider, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of United Providrs.

iii. Unauthorized Disclosure of Information. If it appears that Host Home Provider has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, United Providrs shall be entitled to an injunction to restrain Host Home Provider from disclosing, in whole or in part, the Confidential Information. United Providrs shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of United Providrs, Host Home Provider shall return to United Providrs all written materials containing the Confidential Information. Host Home Provider shall also deliver to United Providrs written statements signed by Host Home Provider certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Host Home Provider acknowledges and agrees that the Confidential Information is provided on an AS IS basis. United Providrs MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL United Providrs BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. United Providrs does not represent or warrant that any product or business plans disclosed to Host Home Provider will be marketed or carried out as disclosed, or at all. Any actions taken by Host Home Provider in response to the disclosure of the Confidential Information shall be solely at the risk of Host Home Provider.

VI. LIMITED LICENSE TO USE. Host Home Provider shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Host Home Provider acknowledges that, as between United Providers and Host Home Provider, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of United Providers, even if suggestions, comments, and/or ideas made by Host Home Provider are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Colorado. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:
United Providers

By: _____
Dwan Gant
CEO

Recipient:

By: _____
