**XXXXX Confidentiality Policy**

In the course of their employment, Employees may receive or have access to Confidential Information (as defined in this Policy). Confidential Information is a valuable and unique asset of XXXX and of the employees (former, current or prospective), patients (former, current or prospective), vendors or other third parties who have furnished it to the Company. Consequently, Confidential Information must be maintained in strict confidentiality.

**Non-Disclosure of Confidential Information**

Employees of XXXX shall not directly or indirectly, except as authorized or directed in writing by XXXX: (i) disclose Confidential Information to any person or entity; (ii) replicate or store Confidential Information on an insecure device; or (iii) use Confidential Information for any purpose (including without limitation for personal benefit and/or the benefit of any other person or entity).

As used in this Policy, the term “Confidential Information” means any and all information, documents, communications, materials and/or electronically stored data: (i) which belong to XXXX, or (ii) which have been provided to XXXX in confidence, and/or (iii) which XXXX is under obligation (by law or otherwise) to maintain as confidential. Confidential Information includes, without limitation, information, documents, communications, materials and/or electronically stored data concerning XXXX’s: business; business relationships; operations; trade secrets (as defined by applicable statute); strategies; patients; prospective patients; past patients; contacts; referral sources; vendors; consultants; employees; past employees; prospective employees; contracts (e.g., existence, terms or other substance); business plans and strategies; marketing plans and strategies; advertising and sales information; financial information (e.g., financial data, income, expenses, balances, statements, accounts, investments, allocations); pricing data; procedures; computer software (e.g., software purchased, leased or used by XXXX under any license or similar agreement which imposes obligations or restrictions on XXXX’s use or disclosure of such software); systems; licenses; internal reports and other information of or concerning XXXX.

If, at any time, there is any doubt as to whether any information, documents, communications, materials and/or electronically stored data constitute Confidential Information, such information, documents, communications, materials and/or electronically stored data must be kept confidential unless and until XXXX confirms in writing that such items are not Confidential Information.

In the event that any person subject to this policy is required by law or legal process to disclose any of the Confidential Information, the person required to make the disclosure shall provide XXXX with prompt oral and written notice before making any disclosure.

**Maintenance of Confidential Information**

Employees who receive Confidential Information in the course of their employment should take care to maintain the confidentiality of such Confidential Information. Best practices for handling Confidential Information include without limitation:

• Lock or secure Confidential Information at all times;

• Shred documents containing Confidential Information when no longer needed;

• Only view Confidential Information on secure devices;

• Only disclose Confidential Information when necessary and authorized by XXXX in writing; and

• Do not remove Confidential Information from XXXX premises unless necessary and authorized by XXXX in writing.

**Return of Confidential Information**

Confidential Information and other property of XXXX, notwithstanding its disclosure to and use by Employees in the course of their employment with XXXX, shall remain the property of XXXX and/or of the person who furnished such Confidential Information to XXXX. Upon termination of employment with XXXX, whether voluntary or involuntary, or upon request of XXXX at any time, Employee will immediately (a) deliver to XXXX and (b) delete from personal electronic devices, any and all Confidential Information (including copies) in Employee’s possession, custody or control.

**Failure to Comply**

Failure to comply with the terms of this Policy will result in disciplinary action up to and, including termination and/or legal action.

**Disclaimer**

Nothing in this Policy should be interpreted as restricting or prohibiting employee rights to discuss wages, compensation or general terms or conditions of employment or other concerted activities. This policy is designed to protect and safeguard confidential and/or propriety business information of XXXX. Questions related to this policy should be directed to the Human Resources Manager.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have received a copy

 (Print Name)

of the XXXX Confidentiality Policy dated August 1, 2018.

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(Signature)