

Confidentiality Agreement

PENDING FINAL SIGN OFF BY OMD

This Agreement is made and entered into as of the Effective Date (defined in signature line) set out below between **OntarioMD Inc. (“OntarioMD”)** and **[FAMILY HEALTH TEAM providing data to OMD for D2D 1.0] (“HEALTH TEAM”)** (each a **“Party”**, collectively the **“Parties”**).

WHEREAS in connection with the production of the D2D 1.0 report (the **“Purpose”**) the HEALTH TEAM wishes to provide data on a series of primary care performance measures at an aggregate level for the HEALTH TEAM and OntarioMD wishes to receive such information, and the HEALTH TEAM desires to protect the confidentiality of its information included in the aforesaid exchange.

NOW, THEREFORE, in consideration for, and as a condition of the HEALTH TEAM furnishing such information to OntarioMD, OntarioMD acknowledges the confidential and proprietary nature of the Confidential Information (as defined below) and agrees to hold and keep the same confidential as provided in this Confidentiality Agreement (the **“Agreement”**) and agrees to each and every restriction and obligation in this Agreement.

1. Definition of Confidential Information

“Confidential Information” means any information provided to OntarioMD (whether directly or indirectly by the HEALTH TEAM) including information concerning the performance of the HEALTH TEAM on the indicators reflected in the data provided by the HEALTH TEAM. Confidential Information does not include information which: (i) is or becomes generally known to the public through no act of OntarioMD; (ii) was in OntarioMD’s possession prior to its disclosure to it by or on behalf of the HEALTH TEAM or becomes available to OntarioMD on a non-confidential basis from a source other than the HEALTH TEAM, provided that such source was not known by OntarioMD to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to the HEALTH TEAM with respect to which the confidential information is disclosed, or any other party with respect to such information; (iii) OntarioMD is required by law, judicial or arbitration process to disclose (but only to the extent that OntarioMD is so required to disclose it), provided that, prior to disclosing any Confidential Information, OntarioMD shall promptly notify the HEALTH TEAM of such requirement to disclose and take such steps as are reasonably necessary, and cooperate with the HEALTH TEAM, to lawfully limit such disclosure and to maintain the confidentiality of such information in the hands of OntarioMD thereof, including obtaining appropriate protective orders; or (iv) is developed independently by OntarioMD. The burden of demonstrating the applicability of any exception(s) in this section shall be upon the Party seeking to rely on the exception(s).

2. Storage, Disclosure and Use of Confidential Information

OntarioMD shall hold the Confidential Information in confidence, with the same degree of care with which it protects its own confidential or proprietary information, and shall not disclose the Confidential Information except as expressly permitted by this Agreement. OntarioMD shall not, except in connection with the Purpose, copy or duplicate the Confidential Information or allow anyone else to copy or duplicate such Confidential Information. OntarioMD hereby agrees that: (i) it shall use the Confidential Information solely for the Purpose; (ii) unless expressly compelled by law, such Confidential Information will be kept confidential (and will be disclosed only to the extent compelled by law); and (iii) it shall not disclose any of such Confidential Information in any manner whatsoever including in the report that is generated for the Purpose; provided, however, that OntarioMD may disclose to persons at OntarioMD, or its parent company –Ontario Medical Association (OMA), who need to know such

information for the Purpose, which persons have agreed prior to such disclosure to be bound by the terms hereof to the same extent as OntarioMD. In any event, OntarioMD shall be responsible for any breach of this Agreement by any such persons and agrees, at its sole expense, to take all measures (including but not limited to court proceedings) to restrain such persons from prohibited or unauthorized disclosure or use of the Confidential Information.

3. Return of Confidential Information

Title to all Confidential Information is retained by the HEALTH TEAM. The Parties hereby acknowledge that the covenants and commitments of each of the Parties set out herein shall survive termination of this Agreement. Upon the HEALTH TEAM's request, OntarioMD shall either promptly deliver to the HEALTH TEAM the Confidential Information (and all copies thereof) furnished to OntarioMD without retaining a copy thereof or destroy all such Confidential Information and shall also destroy all other materials relating to the Confidential Information in its possession, with any such destruction confirmed by it in writing to the HEALTH TEAM.

4. Legal Remedy

Damages resulting from a breach of this Agreement by OntarioMD may well be impossible to measure accurately, and injuries sustained by the HEALTH TEAM may well be incalculable and irreparable. Therefore, in addition to claiming damages in respect thereof, the HEALTH TEAM shall be entitled as a matter of right to seek an injunction to prevent a breach of the covenants and obligations hereof and such right shall be cumulative and in addition to any other remedies which may be available.

5. Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) personally delivered, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile, telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile, telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto may change any particulars of its address for notice by notice to the others in the manner aforesaid.

6. General

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada. The OntarioMD and HEALTH TEAM hereby attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario. In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be deemed not to have been written and shall not affect the validity or enforceability of any other provisions of this Agreement. This Agreement may be amended only in writing signed by duly authorized signatories of both Parties. Neither Party may assign its rights or obligations under this Agreement without prior written consent of the other Party.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed as of Effective Date.

[LEGAL NAME OF FAMILY HEALTH TEAM]

Per: _____
Authorized Signatory
Name:
Title:

Date: _____
the "Effective Date"

We have authority to bind the Corporation.

ONTARIO MD INC.

Per: _____
Authorized Signatory
Name:
Title:

We have authority to bind the Corporation.