

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this “*Agreement*”) is entered into as of _____, 2013, by and among KentuckyOne Health Partners, LLC, a Kentucky limited liability company and _____, a professional services corporation which is organized under the laws of Kentucky (individually, “Party” and collectively “Parties”).

In connection with the Parties’ desire to explore the possibility of entering into a potential business arrangement (the “*Potential Transaction*”), each Party (“*Disclosing Party*” has furnished, and will be furnishing, certain Information to the other Party (“*Receiving Party*”). As used in this Agreement, the term “*Information*” means all information that is generally of a confidential and proprietary nature disclosed by a Disclosing Party to the Receiving Party and related to the Potential Transaction (including the terms of participation in the Potential Transaction) and which is identified as proprietary and confidential prior to the Disclosing Party furnishing it to Receiving Party or is of such a nature that a reasonable person would know that the Information is confidential.

The restrictions in this Agreement on disclosure or use of Information shall not apply to information that: (1) is already in the Receiving Party’s possession (unless the Receiving Party knows or has reason to know that such Information is subject to another confidentiality agreement with, or other similar obligation of secrecy to, such other Party or any other person); (2) is or becomes generally available to the public other than as a result of a disclosure by or through such Party, its partners, employees, affiliates, agents, counsel, consultants, advisors, accountants and/or agents or representatives (collectively, the “Representatives”); (3) is or becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party or its Representatives (but only if such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the other party or any other person; or (4) is disclosed pursuant to a law or regulation that requires a Party to disclose the Information or a mandate by a governmental agency, court, law or regulation..

Receiving Party agrees that, except as otherwise stated in this Agreement, the Information disclosed by the Disclosing Party is, and shall be kept, confidential, and the Information will not, without the prior written consent of Disclosing Party, be disclosed by Receiving Party and shall not be used by Receiving Party, other than as reasonably necessary for purposes of the Potential Transaction; provided however, a Receiving Party may disclose such Information to any of its Representative so long as such Representatives agree to abide by the terms of this Agreement,. In the event of any breach of this Agreement, the Parties agree that, in addition to any other remedy to which it may be entitled at law or in equity, a Disclosing Party shall be entitled to an injunction to prevent breaches or threatened breaches of this Agreement.

Further, the Parties agree that no agreement providing for the Potential Transaction shall be deemed to exist unless and until a definitive agreement has been duly executed and delivered by the Parties. Neither Party shall, by virtue of this Agreement, have any legal obligation to with respect to the Potential Transaction, except for the confidentiality provisions specifically agreed to herein, and no agreement providing for the consummation of the Potential Transaction shall be

deemed to exist because of this Agreement. Neither Party shall be deemed to have agreed to exclusive negotiations related to the Proposed Transaction.

This Agreement does not obligate any Party to provide any Information to the other Party with respect to the Proposed Transaction. This Agreement may be terminated by either Party upon ten (10) days prior written notice in which case a Receiving Party shall return to the Disclosing Party all Information disclosed by the Disclosing Party; provided however, Receiving Party shall be bound by the confidentiality restrictions of this Agreement following termination. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

KentuckyOne Health Partners, LLC

By: _____

By: _____

Its: _____

Its: _____