

## CONFIDENTIALITY AGREEMENT

In consideration of my employment by Focus Counseling (the Company), I agree to the following terms and conditions:

1. Employment. I acknowledge that my employment is 'employment at will' and that the Company may terminate this agreement at any time without notice and with or without cause. I agree with the Company that my employment shall be subject to the terms of this agreement and applicable federal and state laws. I acknowledge that the Company's Employee Handbook provides some procedures for implementing this agreement and I have had an opportunity to review the Employee Handbook. However, I also understand that the Company's Employee Handbook may be amended from time to time by the Company and it does not create any additional rights for me that I can require be enforced.

2. Proprietary and Confidential Information. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, or publish any of the Company's Proprietary Information. The term "Proprietary Information" shall mean unique techniques, templates or other ways of doing business that may be considered trade secrets; confidential knowledge and compilations of data; marketing plans for the Company; plans for new product or service offerings; information on Company pricing and costs; information regarding skills or compensation of other Company employees or any other proprietary information of the Company.

This agreement does not affect any immunity under 18 USC Sections 1833 (b) (1) or (2), which read as follows:

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

3. Confidentiality of Third Party Information. I understand that the Company may also receive information that is confidential or proprietary to third parties such as clients and that the kinds of information so received may have the same breadth as that disclosed to me about the Company ("Third Party Information"). I understand that the Company and its employees have a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. Both during my employment and thereafter, I agree to hold Third Party Information in the strictest confidence and not disclose it to anyone other than Company personnel who need to know it in connection with their work for the Company. I further agree not to use Third Party Information except in connection with my work for the Company.

I understand that my duties, as assigned by the Company may provide me with access to individually identifiable health care information protected by state and/or federal law. I acknowledge that this information may be acquired orally, in writing and/or electronically.

I am aware that my use or disclosure of individually identifiable health information is limited to the extent that the information is necessary to perform my assigned tasks. I also understand that any unauthorized use or unauthorized disclosure of individually identifiable health information may subject me to immediate suspension, termination and/or fines and/or penalties under state or federal law.

4. Miscellaneous. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notices shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing. This agreement as set forth herein represents

the entire agreement between the parties and any previous or contemporary agreement, whether oral or in writing, shall be superseded by this agreement. No waiver by the Company of any right under this agreement shall be construed as a waiver of any other right. This agreement shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, legatees, legal representatives, successors and assigns. In the event that a provision of this agreement shall be construed by a court of law to be unenforceable, void or otherwise invalid, then the remainder of this agreement shall be construed as a complete document and shall continue in full force and effect as though the unenforceable provision were never a part of it. This agreement may be executed in several counterparts, each of which shall have the force and effect of an original for all purposes, but all of which shall constitute one and the same agreement. This agreement, the rights and duties of the parties hereto and all subject matter relating to this agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

This agreement shall be effective as of the date of signature.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

ACCEPTED ON THE DATE LISTED ABOVE BY:  
FOCUS COUNSELING, INC. AUTHORIZED INDIVIDUAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title

