

**PEPID, LLC**  
**Nondisclosure Agreement**

To ensure the secrecy and preservation of the unique nature of PEPID, LLC's proprietary information, this nondisclosure and non-compete agreement (hereinafter, the Agreement) is made and entered into between PEPID, LLC (hereinafter, the Company) and \_\_\_\_\_ (hereinafter, Party B).

(Print Name)

Party B acknowledges and agrees to the following:

1. The Company has developed and possesses certain technical information (including product-specific methods or processes, product features and specifications, computer systems, and software programs), business information (including pricing and marketing strategies, customer lists, manufacturing and merchandising techniques, supply sources, and partnership agreements), and other confidential and proprietary information not generally known to the public (hereinafter, Confidential Information).
2. Party B is providing a service to the Company as either an employee, an independent contractor, or a consultant. Accordingly, Party B may be granted access to the Company's Confidential Information. Any and all access to Confidential Information granted to Party B is considered access to information and materials that enable the Company to conduct its business in a competitive fashion.
3. The disclosure of Confidential Information to a third party would allow either a person or entity to compete unfairly with the Company and cause irreparable harm to the Company's business and operations. Therefore, Party B may not disclose or divulge to a third party the Company's Confidential Information during his or her association with the Company and for three years after the termination of his or her association with the Company or until such information becomes public knowledge. In addition, Party B will make every effort to protect the Company's Confidential Information and to retain it in the strictest confidence forever.
4. Party B agrees never to make any use whatsoever of such Confidential Information except to carry out his or her duties with the Company. Furthermore, Party B agrees not to copy or reverse-engineer (i.e., to undo, to damage, or to render unusable) any such Confidential Information.
5. Immediately upon (i) termination or expiration of Party B's association with the Company or (ii) at the Company's request, Party B will turn over to the Company all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

6. The obligations of Party B hereunder shall survive until such time as all Confidential Information of the Company disclosed hereunder becomes publicly known and made generally available through no action or inaction by Party B.
7. There can be no adequate remedy at law for any breach of the obligations set forth in this Agreement. Any such breach may allow either Party B or third parties to compete unfairly with the Company, resulting in irreparable harm to the Company. Upon any such breach or any threat thereof, the Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by Party B for any loss or harm, including attorneys' fees. Party B will immediately notify the Company in writing upon the occurrence of any unauthorized release or other breach of this Agreement of which he or she is aware.
8. This Agreement shall be governed by the laws of the State of Illinois without regard to the conflicts of law provisions thereof. All disputes or actions arising out of this Agreement shall exclusively be the personal and subject matter jurisdiction of an appropriate court in Cook County, Illinois. This Agreement supersedes all prior discussions and arrangements and constitutes the entire agreement between Party B and the Company with respect to the subject matter herein. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of either party.

\_\_\_\_\_  
Mark Rosenbloom, President and CEO

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Party B)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title or Relationship to Company)

**PEPID LLC**  
**Work-Made-for-Hire Agreement for PEPID PCP**

At the request of PEPID LLC (hereinafter, the Company), \_\_\_\_\_  
\_\_\_\_\_(hereinafter, the Undersigned) will develop review  
write edit material (hereinafter, the Work) as a contribution to the following  
collective work: PEPID Primary Care Plus (also known as PEPID PCP).

For the purposes of this agreement, the Undersigned is deemed an independent contractor and nothing contained herein shall create or be construed as creating any other relationship between the parties. The Undersigned agrees to abide by all the terms of this agreement and those of the agreement between FPIN and the Company and will submit the Work in its final form by the dates specified by PEPID and FPIN senior editors.

The Work is a work made for hire, and as such, the copyright shall be assigned as delineated between FPIN and PEPID LLC as per the contract. Accordingly, the Company has the right to present and display the work in all known formats and any formats not yet discovered. In addition, the Company has the right to copy, reproduce, adapt, and translate the Work in all media now known or later invented throughout the universe with no further payment or obligation to the Undersigned. The Work will be identified as having been created by the Company and/or Family Practice Inquiries Network (FPIN); however, at the Company's discretion, the Undersigned's name and professional affiliation(s) may be included among a list of contributors to the product.

The Undersigned agrees to provide drafts of the Work and make revisions to the Work as deemed necessary by the Company. In addition, the Undersigned warrants all of the following:

1. that the Work is original material solely of his or her creation and that no other person or entity throughout the universe can claim any rights to the work;
2. that the Work has not appeared anywhere and has no pre-existing form;
3. that no portion of the Work has been copied and that the Company's or FPIN's publishing of the Work will not infringe upon the rights or licenses of any person or entity;
4. that the Work will never appear in other published sources or materials, in all known formats and any formats not yet discovered, which the Undersigned may be developing for himself or herself or for any other competitive entity throughout the universe;
5. that the information contained within the Work and within the material provided to the Undersigned to create the Work will remain confidential for the duration of the copyright; and
6. that permission has been obtained for any material excerpted from other copyrighted FPIN sources prior to publishing of the Work.

The Company reserves the right to terminate assignment of the Work at any time via written notification. Upon termination of the Work, every aspect of this Agreement becomes void provided, however, that all work produced to the date of termination pursuant to the assignment will be delivered to PEPID and ownership as delineated by between FPIN and PEPID, LLC. This Agreement is legally binding and offers no other Copyright Act remedies.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mark Rosenbloom, MD, President (Date)

\_\_\_\_\_