

## CONFIDENTIALITY AGREEMENT

In consideration of \_\_\_\_\_ with \_\_\_\_\_ (hereinafter  
(Individual Name) (Company Name)  
"VENDOR") continued business relationship or association with Methodist Healthcare or  
any of its affiliates, (hereinafter "METHODIST"), VENDOR agrees to the following terms:

VENDOR acknowledges that in the performance of its duties and obligations on behalf of METHODIST, that it's employees, agents and/or contractors may be exposed to information relating to Methodist's or its tenant's operations, methods of doing business, research and development, patients, patient's medical records, trade secrets, computer programs, finances, and other confidential and proprietary information belonging to METHODIST or any of its tenants in any format whatsoever, (all of which are hereinafter collectively called "Confidential Information". VENDOR agrees that it will not, nor any of its employees, agents and/or contractors, without written authorization of METHODIST acquire, use or copy, in whole or in part, the Confidential Information; I further agree that I shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information to any other person or entity.

VENDOR shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement. VENDOR agrees that its obligations with respect to the confidentiality and security of the Confidential Information exposed to VENDOR, its employees, agents and/or contractors, shall survive the termination of any agreement or relationship between the METHODIST and VENDOR.

VENDOR agrees that this Agreement shall be governed by the laws of the State of Tennessee and acknowledges that it has received a copy of this Confidentiality Agreement as executed by authorized representative.

COMPANY NAME: \_\_\_\_\_

INDIVIDUAL NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_