

MUTUAL CONFIDENTIALITY AGREEMENT

Schuster Driscoll LLC, DBA the Schuster Group (“**SCHUSTER**”)
and
The undersigned party identified on the signature page (“**MUNICIPAL
CONSULTANT/BROKER**”).

SCHUSTER will be providing and presenting to certain municipal governments and their health insurance brokers certain health care data and information which is proprietary and confidential (the “**Schuster Confidential Information**”), and the undersigned Municipal Consultant/Broker will be providing to Schuster certain health care data of the municipality which is proprietary and confidential (the “**Municipal Consultant/Broker Confidential Information**”). The Schuster Confidential Information and the Municipal Consultant/Broker Confidential Information are being exchanged solely for purposes of determining the viability of certain health care products of Schuster (which products are included in the Schuster Confidential Information), and the parties both desire to obtain the benefit of the confidentiality covenants in this Agreement.

1. SCHUSTER and MUNICIPAL CONSULTANT/BROKER covenant and agree that:

- (a) all “**confidential information**” (as defined above and to include the **Schuster Confidential Information and the Municipal Consultant/Broker Confidential Information**) shall be maintained in confidence by the parties and used solely for the purposes discussed in the preamble to this Agreement.
- (b) Neither of the parties nor their representatives shall discuss with, communicate, or reveal to any third party the confidential information, except as reasonably necessary to accomplish the purposes of this Agreement.
- (c) All confidential information received by a party or its representatives shall be held in strict trust and confidence, and with at least the same degree of care with which the party protects its own confidential information.
- (d) The parties shall use their best efforts and shall take all reasonable precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of the confidential information.
- (e) Each party shall inform its representatives of the confidential nature of the confidential information.
- (f) The confidential information is being exchanged solely to evaluate the purpose of this Agreement, and neither party shall copy or use directly or indirectly the confidential information of the other party for its own benefit or the benefit of any third party.

- (g) All materials, records and documents containing confidential information and all copies thereof disclosed by a party, shall always, be the property of the disclosing party and shall be returned to the disclosing party promptly upon request, and the receiving party and its representatives shall retain no copies thereof. In addition, upon the earlier of the request of a disclosing party or the termination of this agreement, the receiving party and its representatives shall destroy materials, records, and documents, which contain or reflect the confidential information provided by the disclosing party. For these purposes, "materials, records, and documents" include, without limitation all written documents, notes, analyses, compilations, studies, or other documents prepared by or for a party, and all copies thereof, computer disks, electro-magnetic or optical storage devices and all other media permitting or facilitating the storage, retrieval and/or sorting of information.

2. "Confidential information" shall not include: (a) information which is in the public domain through no unlawful conduct, fault or breach of or by any party required to keep the information confidential; (b) information which was contained in a party's files by lawful means and was not acquired under obligation of confidence by such party or its representatives prior to disclosure by the other party; (c) information about a party which is disclosed by that party to third parties on an unrestricted basis or (d) information which is authorized by the disclosing party to be disclosed.

3. In the event that a party or any of its representatives becomes legally compelled (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or otherwise) to disclose any confidential information provided by the other party, it promptly shall provide the disclosing party with written notice of such requirement so that the disclosing party may (at its own expense) seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. Each party agrees to reasonably cooperate with the other party to obtain such protective order or other appropriate remedy, but this provision shall not be construed to require the receiving party to expend monies or undertake litigation or other legal proceedings on its own behalf with regard to the confidential information of the disclosing party. In the event that such protective order or other remedy is not obtained, or that the disclosing party waives compliance with the provisions hereof, the party being compelled to provide such confidential information shall furnish only that portion of the information which it is advised by written opinion of counsel is legally required, and shall exercise reasonable efforts to obtain assurances that confidential treatment will be accorded such confidential information.

4. The parties expressly understand and agree that: (a) the restrictions contained in this agreement represent a reasonable and necessary protection of the legitimate interests of each other and that if a party or any of its representatives fail to observe and comply with the restrictions irreparable harm will be caused to the other party; (b) it is and will continue to be difficult to determine the nature, scope and extent of the harm; and (c) a remedy at law for such failure by a party or any representatives will be inadequate. Accordingly, it is the intention of both parties that, in addition to any other rights and

remedies which a party may have at law or in equity in the event of any breach of the above paragraphs (including the right to monetary damages), the non-breaching party shall be entitled, and is expressly authorized by the other party, to seek specific performance, including without limitation temporary and permanent injunctive relief, and all other appropriate equitable relief against the breaching party and its representatives in order to enforce this agreement or to prevent any breach or threatened breach of any part of this agreement. In the event of any action or proceeding to compel compliance with, or for the breach of, the terms and provisions of this Agreement, the prevailing party may be entitled to recover all of its costs and expenses of such action or proceeding, including reasonable attorneys' fees.

5. Each party hereby irrevocably consents to submit to the exclusive jurisdiction of the state and federal courts located in Hartford, Connecticut over any suit, action or proceeding arising out of or in any way related to this agreement and the transactions contemplated hereby. The parties irrevocably waive to the fullest extent permitted by law, any objection which they may have to the laying of venue of any such suit, action or proceeding in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6. This agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, the representatives, and the subsidiaries and affiliates, successors, assigns and legal representatives of the parties. Neither party shall assign or transfer in any manner its obligations under this agreement.

7. Each party covenants and agrees that this agreement: (a) constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether written or oral with respect to the matters described herein; (b) may be amended, modified or rescinded only by mutual agreement of the parties as evidenced by a written instrument signed by each of the parties; and (c) shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to the conflicts of laws principles thereof. The waiver by any party of any breach or default under any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or default.

8. This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same agreement.

9. The parties will implement and maintain reasonable and appropriate administrative, technical and physical security measures to protect “**Protected Health Information**” as defined by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, “HIPAA”), in each party’s possession as required by applicable laws and regulations relating to the security of Protected Health Information, including HIPAA. The obligations of confidentiality with respect to Protected Health Information will survive termination of this Agreement for a period as required by law.

THE SCHUSTER GROUP

By _____

Its _____

Date: _____

MUNICIPAL CONSULTANT/BROKER

By _____

Its _____

Date: _____