

**VISITOR NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**  
(“Agreement”)

BETWEEN: ACS Medical Business Solutions (“Company”)

AND: \_\_\_\_\_ (“Visitor”)

**1. ACCESS TO CONFIDENTIAL INFORMATION**

Visitor understands that he/she may come into incidental contact with confidential information belonging to Company through his/her relationship with Company as a result of his/her access to the Company’s premises.

**2. NATURE OF CONFIDENTIAL INFORMATION**

Visitor understands and acknowledges that Company's information and materials are confidential and not known by the general public, including:

- a. Any and all information concerning Company's current, future or proposed products, including, but not limited to, computer code, drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
- b. Information and materials relating to Company's purchasing, accounting and marketing; including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.
- c. Information of the type described above which Company obtained from another party and which Company treats as confidential, whether or not owned or developed by Company.
- d. Certain client and member information that is confidential in nature, including information that can be used to identify those clients ("Confidential Information"). In most instances, this confidential information is protected health information covered by the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). For purposes of this Agreement, this Confidential Information includes all health information protected by state law and/or HIPAA that is transmitted or maintained in any form, including written, oral, or electronic, whether such information is purposefully or incidentally disclosed to Visitor by any third party.

**3. VISITOR’S OBLIGATIONS**

In consideration of being admitted to Company's facilities, Visitor will hold in the strictest confidence any trade secrets, protected health information, or other Confidential Information that is disclosed to Visitor. Visitor will not remove any document, equipment or other materials from the premises without Company's written permission. Visitor will not photograph or otherwise record any information to which Visitor may have access during the visit. Visitor will not enter areas or view information unless Visitor is specifically authorized to do so. Visitor agrees and warrants that Visitor will abide by all applicable privacy and security laws, rules, and regulations and recognize that failure to comply with these laws, rules, and regulations shall have direct consequences for which Visitor may be individually liable.

**4. BINDING AGREEMENT**

This Agreement is binding on Visitor and Visitor's heirs, agents, administrators and assigns and inures to the benefit of Company, its successors and assigns.

**5. VISITOR SIGNATURE AND AFFIRMATION**

Visitor hereby agrees to the terms of this Agreement as set forth above.

This Agreement is effective as of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Visitor Signature:

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