CONFIDENTIALITY AGREEMENT

 THIS CONFIDENTIALITY AGREEMENT (the “Agreement”), dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, (“Effective Date”) is made by and between Lawrence Evans & Co., LLC, an Ohio limited liability company (“LECO”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Transaction Party”, and together with LECO each a “Party” and collectively, the “Parties”).

 LECO and Transaction Party may have each independently developed and own certain valuable confidential proprietary information and trade secrets. In connection with the evaluation and negotiation of a possible business relationship between Transaction Party and **Project Arrowhead - a home health and hospice operation divestiture by a community hospital** (the “Project”), the Parties may disclose such confidential, proprietary information, and trade secrets to one another. The Parties desire to enter into this Agreement to prevent the unauthorized use and disclosure of such Confidential Information and Trade Secrets. In consideration of the foregoing, the Parties agree as follows:

1. Confidential Information and Trade Secrets. As used herein, “Confidential Information” means all information of a secret, confidential or proprietary nature, whether written, transmitted orally, visually, electronically or by any other means (whether or not marked or otherwise identified as confidential) provided by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), including, but not limited to: (a) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of such party and its Affiliates, in each case whether present or prospective, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such Party and its Affiliates, (c) all financial statements, audit reports, budgets and business plans or forecasts of such Party and its Affiliates and (d) all information concerning or related to the fact that any party has requested or received Confidential Information, discussions are taking place concerning a transaction regarding the Project or any terms, conditions or other facts with respect to the Project, including any party’s name or identity. The term “Confidential Information” shall not include any information described above that (i) is generally available to the public or is a matter of public record other than as a result of unauthorized use or disclosure by the Receiving Party or its Representatives; (ii) is received by the Receiving Party or its Representatives from a source other than the Disclosing Party or any of the Disclosing Party’s Representatives, and otherwise then as a result of unauthorized use or disclosure in violation of any confidentiality agreement; (iii) was known to the Receiving Party or its Representatives prior to the disclosure by the Disclosing Party; or (iv) has been authorized by the Disclosing Party in writing to be disseminated. “Trade Secrets” shall have the meaning provided by the Ohio Uniform Trade Secrets Act set forth at Ohio Rev. Code §1333.61 As used herein, an “Affiliate” of a Party means a person or entity which controls, is controlled by or is under common control with such Party, and the term “control” means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.
2. Use of Confidential Information and Trade Secrets. The Receiving Party shall not use Confidential Information or Trade Secrets, or any part thereof, except in the evaluation and consideration of the Project in accordance with the terms of this Agreement, or except as the Disclosing Party may hereafter agree in writing. The Receiving Party shall only disclose Confidential Information or Trade Secrets to its respective directors, officers, employees, attorneys, financing sources, advisors, investment bankers, consultants and accountants (“Representatives”) who need to know such information and Receiving Party shall take all such action necessary or desirable in order to ensure that each of Representative maintains the confidentiality of Confidential Information or Trade Secrets. Except for the Representatives, the Receiving Party shall not disclose Confidential Information or Trade Secrets to any person, association, company, corporation, or any other person or entity without the prior written permission of the Disclosing Party, nor shall the Receiving Party use the Confidential Information or Trade Secrets for any purpose other than to evaluate or consider the Project.

1. Mandatory Disclosure. In the event that either Party, or such Party’s Affiliates, or their Representatives are required by law or regulation to disclose any of the Confidential Information or Trade Secrets of the other Party, the Party required to make such disclosure shall give prompt notice so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Party required to make such disclosure shall disclose only the minimum necessary portion of the Confidential Information or Trade Secrets that it is legally required to disclose.
2. Protection of Confidential Information and Trade Secrets. The Receiving Party shall take all reasonable and necessary steps and measures to protect against the unauthorized use or disclosure of the Confidential Information and Trade Secrets. Those steps and measures include, but are not limited to, making efforts to mark materials received as confidential, requiring password protected access to electronic versions of the information, and making only the minimum necessary hard copies of such information.
3. Return or Destruction of Confidential Information and Trade Secrets. In the event either party notifies the other that it does not wish to continue further discussions concerning a Project, the Receiving Party shall, within five (5) days of receiving notice from the Disclosing Party, either destroy (and certify such destruction), or return all Confidential Information and Trade Secrets, including all copies or other transcriptions thereof to the Disclosing Party promptly; *provided* that the obligation of confidentiality hereunder will survive such return or destruction for a period of two (2) years thereafter. The destruction shall include the removal of applicable electronic data from any computer system; *provided* that latent data such as deleted files, and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques shall not be subject to the foregoing clause. The Receiving Party shall be entitled to retain a single copy of any Confidential Information and Trade Secrets if required by applicable law or regulation or its internal record retention policies. Notwithstanding the return or destruction of Confidential Information and Trade Secrets, the Receiving Party, its Affiliates and Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder which shall survive any termination or expiration of this Agreement for a period of two (2) years thereafter.
4. Remedies. Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to obtain injunctive relief against any threatened or actual breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting a bond. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. Further, the Parties agree that if a Party or any of its Affiliates or Representatives is held by any court of competent jurisdiction (in a final order) to be in violation, breach, or nonperformance of any of the terms of this Agreement, such Party will pay all costs of such related action or suit, including, without limitation, reasonable attorneys’ fees and court costs of the prevailing Party.
5. No Obligation. Neither the execution of this Agreement nor the submission of Confidential Information or Trade Secrets by the Disclosing Party to the Receiving Party shall obligate either party to enter into the Project, agreement or transaction with each other or any third parties identified in the Project. Each Party reserves the right, in its sole discretion, to reject any and all proposals made regarding the Project and to terminate negotiations and discussions with the other Party or third party at any time.
6. Term**.** Except as otherwise expressly provided herein, this Agreement shall remain in effect until the second anniversary of the date hereof.
7. No Additional Rights. Nothing in this Agreement shall be construed or considered to grant the Receiving Party any rights under any patents, trademarks, copyrights, or other intellectual or proprietary rights of the Disclosing Party. No license is expressly or implicitly granted by this Agreement.

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties on the subject matter of this Agreement and shall not be amended except in a single writing signed by both Parties.
2. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000). The Parties expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement and the other documents contemplated herein by electronic means and to the enforceability of electronic agreements, instruments and documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof and thereof, as applicable. The words “execution,” “signed,” “signature” and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.
3. Notice. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or email (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (ii) a receipt generated by the sender's computer showing that such communication was sent to the appropriate number or email address on a specified date. All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as either Party may inform the other by giving five business days' prior notice:

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| If to LECO:88 E Broad St Suite 1750 Columbus OH 43215 Attn: Neil Johnson Managing Partner Email: info@lawrenceevans.com  | If to Transaction Party:  Attn: Email:  |

1. Authority. Each signatory to this Agreement covenants that he or she has the authority to enter into and to perform this Agreement on behalf of the applicable Party and its Affiliates and Representatives.
2. Governing Law. This Agreement shall be governed, construed, and interpreted by and in accordance with Ohio law. The exclusive venue for any action regarding this Agreement shall be in a court of competent jurisdiction located in Franklin County, Ohio and both parties’ consent to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LECO: TRANSACTION PARTY:

Lawrence Evans & Co., LLC [Name]

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By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Neil L. Johnson [\_\_\_\_\_]

 Managing Director Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_