

Confidentiality Agreement

I, _____ (insert Pharmaceutical Representative name), herein referred to as Representative am a representative of _____ (Pharmaceutical Company name).

I understand that _____ (insert name of clinic), herein referred to as the Practice, has a legal and ethical responsibility to maintain patient privacy, including obligations to protect the confidentiality of its patients' Individually Identifiable Health Information (IIHI), as the term is defined in 45 C.F.R. Part 164 (the "Patient Information"), and to safeguard the privacy of Protected Health Information. In addition, I understand that during the course of my affiliation with the Practice, I may see or hear other Confidential Information, including without limitation business accounts, financial information, clinical protocols developed by the Practice ("Confidential Information"). I understand that the Confidential Information is owned exclusively by the Practice, used in the operation of its business, and is secret, confidential, and proprietary to the Practice.

I understand and acknowledge that any use or disclosure of IIHI, PHI, or other Confidential Information in violation of this Agreement will cause the Practice irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that the Practice shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use, disclosure, or breach and for such other relief as the Practice shall deem appropriate. Such right of the Practice is to be in addition to the remedies otherwise available to the Practice at law or in equity. I expressly waive the defense that a remedy in damages will be adequate and further waive any requirement in an action for specific performance or injunction for the posting of a bond by the Practice.

Signature of Pharmaceutical Representative

Date