

## MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is made this 23rd day of December 2019 between Care Progress, LLC doing business as Digidence ("Digidence" or the "Party") having an address of 6900 Wisconsin Ave. Suite 217 Bethesda, MD \_\_\_\_\_ (pincode) and Prescient Infotech Inc, having an address of 3930, Pender Drive, Suite 160, Fairfax VA 22030 Prescient ("Prescient" or the "Party"). Together, Care Progress and Prescient Infotech Inc are the Parties ("Parties").

As consideration for having access to or receiving any Confidential Information, each Party agrees as follows:

**1. Introduction.** Care Progress and Prescient Infotech Inc intend to engage in an information exchange for the purpose of Prescient Infotech Inc advising Care Progress on various business matters during the course of which both parties may have access to or receive "**Confidential Information**" from the other. "**Confidential Information**" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to business plans, products, software, formulas, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

**2. Non-disclosure.** Both Care Progress and Prescient Infotech Inc, without regard to the expiration or termination of this Agreement, agree that each shall hold in strictest confidence any Confidential Information of the other Party disclosed or made available pursuant to this Agreement. Neither Party shall use any Confidential Information received from the other Party except as expressly authorized by the disclosing Party. The Party receiving Confidential Information shall not disclose any such Confidential Information to any third party (except employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information) without the disclosing Party's prior written consent. Each Party shall not permit any of its employees to disclose or disseminate the Confidential Information to any third party without the other's prior written consent.

The undertakings and obligations of each Party under this paragraph 2 shall not apply, however, to any information which it can establish to have: (i) become publicly known through no action on the recipient's part; (ii) been known by the recipient prior to receipt; (iii) been independently developed by the recipient; (iv) been approved for public release by the other's written authorization; or (v) been required to be disclosed by law, or to a competent court, government or regulatory body having the right to same. The parties agree that upon discovery of an unauthorized disclosure, the receiving Party shall endeavor to prevent further disclosure or use and shall notify the disclosing Party immediately.

**3. Return of Confidential Information.** Upon the termination of this Agreement, or at either Party's request, the Party in receipt of any Confidential Information shall deliver to the disclosing Party all files, documents, computer programs and other media (and all copies and reproductions of any of the foregoing) in its possession or control to the extent same contain Confidential Information. Upon the request of either Party, the other Party shall certify in writing that all materials containing Confidential Information (including all copies thereof) have been returned to the Party disclosing such Confidential Information.

**4. Recipient Confidential Information.** The Parties agree that they shall not divulge to the other, or incorporate into any work performed for the other Party, any confidential or proprietary information which they may possess from third parties.

**5. Indemnification; Limit of Liability.** The Party receiving the Confidential Information shall indemnify and hold harmless the disclosing Party against and from, and shall compensate and reimburse the disclosing Party for, any damage, loss, claim, liability or expense (including reasonable legal fees and the costs of enforcing the disclosing Party's rights hereunder) arising directly or indirectly out of or resulting directly or indirectly from any unauthorized use or disclosure of any Confidential Information or any other breach of this Agreement. The indemnification and equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the disclosing Party. In no event will the disclosing Party be liable for lost profits, data or information of any kind or for consequential, special, indirect, incidental, punitive or other damages that may arise through the recipient's use of any Confidential Information.



**6. No License or Representation.** This Agreement does not require either Party to disclose any Confidential Information. All Confidential Information shall remain the sole property of the Party disclosing such information. No license to either Party of any trademark, patent, copyright, or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder. This Agreement creates no representation, warranty or assurance by the discloser with respect to the completeness, accuracy, non-infringement of trademarks, patents, copyrights, trade secrets or any other intellectual property rights or other rights of third parties. The discloser is not liable under this Agreement for any damages arising out of use by recipient of any Confidential Information, and the use of such Confidential Information is at recipient's own risk.

**7. Term and Termination.** This Agreement shall become effective on the date first set forth above and shall terminate upon expiration of one (1) year from the date of the last disclosure of Confidential Information.

**8. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, USA (without giving effect to principles of conflicts of laws).

**9. Injunctive Relief.** The Parties agree that disclosure or use of Confidential Information contrary to this Agreement may cause the disclosing Party irreparable harm, for which damages may not be adequate compensation. Therefore the parties agree that they shall be entitled to equitable relief, including injunction or specific performance, in order to stop any breach or threatened breach of this Agreement.

**10. Legal Fees.** In the event that either Party brings action to enforce or protect any of its rights under this Agreement, the prevailing Party shall be entitled to recover, in addition to its damages, its reasonable legal fees and costs incurred in connection with enforcing its rights hereunder (including any appeals relating thereto).

**11. Affiliates.** For purposes of this Agreement, "Affiliate" means an entity controlled by, controlling, or under ultimate common control of a Party signing below. For the purpose of this Agreement, the person signing on behalf of the entity named below, has the authority to bind that entity and all of its Affiliates.

**12. Miscellaneous Provisions.** This Agreement constitutes the entire agreement and understanding between the parties and integrates all prior and contemporaneous discussions between them related to the subject matter hereof. No amendment to this Agreement shall be valid unless it is in writing and signed by both Parties. This Agreement will be binding upon the Parties and their respective heirs, successors and assigns. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only such provision and shall not affect or invalidate any other provision of this Agreement. The termination of this Agreement for whatever reason shall not relieve either Party from its obligations hereunder.

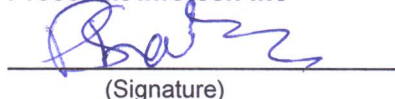
IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the dates set forth below.

Care Progress, LLC. D/B/A Digidence

  
(Signature)

Howard Isenstein, President

Prescient Infotech Inc

  
(Signature)

Pradip Sharma, Vice President