

IMPORTANT DISCLOSEE INSTRUCTIONS — *It is critical that you have a full and complete understanding of every word in this agreement before you sign it. Please obtain your own legal counsel to explain anything in this agreement which you do not understand. After you are certain you understand this agreement, please initial each page, sign the last page and fax the entire agreement along with a copy of your Drivers License to the Discloser fax number entered on the signature page of this agreement.*

This **Confidentiality, Non-Disclosure, and Non-Circumvention Agreement** ("Agreement") is effective as of the Date signed below by Disclosee and is by and between: **Greg Westfall (GW)**, an individual, his associated businesses such as **Health First Technologies, Inc. (HFT)**, a Nevada Corporation, **NeuroCare, Inc. (NC)** an Oregon Corporation, **Renua Medical, DSM Consulting** and other associated businesses hereinafter collectively referred to as "**Discloser**" and _____, an individual affiliated with (if applicable) _____, a _____ (Corporation, LLC, Proprietorship etc...) formed in the State of _____ with both the individual and any corporate entity associated with the individual hereinafter collectively referred to as "**Disclosee**". The person who introduced Disclosee to Discloser is not applicable here. Both parties hereinafter are referred to collectively as "The Parties".

Once this Agreement is signed, Discloser will be revealing trade secrets to Disclosee such as confidential and proprietary rep and supplier contact information, key product sources, customized strategies, programs and unique combinations of services, including business models and contracting strategies in the skilled nursing facility arena, financing programs and new patient generation strategies Discloser and Discloser's associates have developed through great effort and investment of time and resources to help Discloser sell into and provide services for various markets including, but not limited to, the professional medical and direct to consumer healthcare business markets and Nursing Homes. Discloser seeks to protect such proprietary information and trade secrets with this agreement.

WHEREAS, The Parties are desirous of entering into discussions regarding a possible business relationship, joint venture, employment, investment, acquisition, partnership or other business transaction (the "Transaction"); and

WHEREAS, Discloser has information which it considers proprietary and confidential relating to its business plans, marketing, contracting and business strategies, financial statements, markets, customers, material requirements and sources, suppliers, contacts, contracts, software programs, trade secrets, acquisition targets, stock ownership or transfer, prospects and the names of other interested parties, and

WHEREAS, In the course of these discussions, the parties acknowledge that Disclosee will be provided access to confidential proprietary information of Discloser which Discloser considers confidential and which information Discloser has developed at great expense, and

WHEREAS, Disclosee acknowledges that in return for Discloser entering into these discussions and providing access to this information, Disclosee has agreed to enter into this Agreement to protect Discloser from the unauthorized disclosure of this information to any other entities not part of this agreement and to protect Discloser from having this confidential information used against it by a competitor, and

WHEREAS, Disclosee acknowledges that this Agreement and all of its terms will be effective and in full force regardless of whether Discloser and the Disclosee actually agree to jointly pursue other business opportunities, and

WHEREAS Discloser is, via these discussions, specifically revealing certain highly confidential business plans and transactions complete with proprietary business models, contracting and marketing strategies in specific medical arenas and unique combinations of complimentary businesses;

NOW, THEREFORE, The Parties hereto agree as follows:

1. In connection with the parties evaluation of a possible business relationship Disclosee will be provided Confidential Information that Discloser deems proprietary and strictly confidential. As a condition to being furnished such Confidential Information, Disclosee agrees that until such a time as such Confidential Information becomes publicly known and is made generally available through no action or inaction of the Disclosee, Disclosee shall not use, and shall prevent disclosure of, any Confidential Information which it receives from Discloser, and Disclosee shall prevent disclosure of any Confidential Information which it receives from Discloser, whether orally relayed or communicated in writing, to any other person, firm or corporation, except as provided herein or unless specifically authorized in writing by Discloser to do so, and shall use the same degree of care to avoid disclosure of such Confidential Information as Disclosee employs with respect to its own confidential information of like importance. Further, Disclosee agrees to treat any Confidential Information (including all tactics, strategies, data, reports, interpretations, forecasts and records) and analyses, compilations, studies or other documents that contain or reflect such Confidential Information in accordance with the provisions of this Agreement.

2. For the purposes of this agreement, Confidential Information shall be deemed to mean any information disclosed to Disclosee by Discloser, either directly or indirectly, in writing, orally, by DVD, by the internet or by the inspection of tangible objects, including documents, prototypes, samples, plant and equipment which is designated as "Confidential" or "Proprietary" or some other similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being confidential within a reasonable time after the initial disclosure. Both parties agree that the Confidential Information does not include information which (i) was or becomes generally available to the public other than as a result of disclosure by Disclosee or Disclosee's directors, officers, employees, agents or advisors, or (ii) was or becomes available to Disclosee on a non-confidential basis from a source other than Discloser or its affiliates and/or advisors, provided that such source is not bound by a confidentiality agreement with Discloser, (iii) was within Disclosee's possession prior to its being furnished, provided that the source of such information was not bound by a confidentiality agreement in respect thereof, or (iv) was independently acquired as a result of work carried out by an employee of Disclosee to whom no disclosure of such information has been made directly or indirectly, or (v) is disclosed pursuant to the lawful requirement or request of a Governmental Agency, or disclosure is required by law.

3. Disclosee agrees that the Confidential Information will not be used on Disclosee's behalf or on behalf of any other entity or in any way detrimental to Discloser and will be used solely for the purpose set forth above, and that such Confidential Information will be kept confidential and not disclosed until such a time as such Confidential Information becomes publicly known and is made generally available through no action or inaction of the Disclosee, provided, however, that (i) any such Confidential Information may be disclosed to Disclosee's directors, officers, employees, agents or advisors who need to know such Confidential Information solely for the purpose of the evaluation of the possible relationship or transaction (it being understood that such directors, officers, employees, agents and advisors shall be informed of the confidential nature of such information and shall be directed to treat such Confidential Information confidentially and shall assume the same obligations as the parties under this agreement) and (ii) any disclosure of such Confidential Information may be made to which Discloser consents in writing.

4. Without prior written consent Disclosee will not disclose, and will direct such directors, officers, employees, agents and advisors not to disclose to any person either the fact that the parties are evaluating such a relationship, or any other terms, conditions, or other facts with respect to any such relationship or transaction including the status thereof. The term

"person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, group, partnership or individual.

5. In addition, the parties hereby acknowledge that both are aware, and will advise their directors, officers, employees, agents and advisors who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has material, non-public information from purchasing or selling securities based on such Confidential Information or from communicating such Confidential Information to any other person under the circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. All information delivered by Discloser to Disclosee pursuant to this Agreement shall be and remain the property of Discloser. In the event that the parties do not proceed with the transaction contemplated via the discussions subsequent to the execution of this agreement for which consideration Disclosee received Discloser's Confidential Information, within a reasonable time Disclosee shall promptly redeliver all written material containing or reflecting any information contained in the Confidential Information and Disclosee will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes or other writings whatsoever, prepared and based on the Confidential Information shall be returned or destroyed.

7. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressed, implied, or otherwise for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

8. Disclosee agrees not to directly contact any of the officers or employees of any of the key sources, suppliers, affiliates or revealed acquisition targets of Discloser without the express written permission of Discloser. Disclosee hereby irrevocably agrees to guarantee Discloser that Disclosee shall not directly or through any agents, cause any discussion of any of Discloser's revealed and contemplated transactions directly or indirectly with any individual affiliated with any of the Discloser's suppliers, affiliates or acquisition targets, nor shall Disclosee interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate Discloser's interest, or relationship with any of Discloser's revealed suppliers, affiliates or acquisition targets for a period of (5) five years from the signing date of this agreement.

9. Any notice given under this Agreement shall be in writing and shall be deemed received when personally delivered to the party or when deposited in the United States mail, first-class postage prepaid, registered or certified mail, return-receipt requested, addressed to the other party at the address set forth herein or at such address specified by written notice served in accordance with this paragraph.

10. Disclosee signature hereto affixed signifies that Disclosee understands and acknowledges that any disclosure or misappropriation of any Confidential Information, or attempt to circumvent Discloser in violation of this Agreement may cause Discloser irreparable harm, the amount of which may be difficult to ascertain and, therefore, Disclosee agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or circumvention, and for such other relief as Discloser shall deem appropriate including injunctive relief. Such right of the disclosing party is to be in addition to the remedies otherwise available to the disclosing party at law or in equity.

11. This agreement shall be binding upon and shall include all officers, directors, employees, shareholders, agents or partners of any corporation, partnership or individual which execute(s) this agreement as Disclosee. Disclosee parties covered by this agreement shall also include any related or affiliated corporation(s), division(s), subsidiaries or partnership(s), employee(s), consultant(s), principal(s), agent(s), associate(s), business relation(s), assignee(s),

family or heirs to any person signing this agreement on behalf of Disclosee.

12. This agreement will be construed under and governed by the laws of the State of Nevada. If any provision(s) or portion of this agreement is deemed illegal or unenforceable it shall not affect the enforceability of the remaining provisions.

13. This agreement shall in no way be construed as a partnership among The Parties, or a co-brokerage among The Parties, nor shall any party to this agreement be liable to the other party for said other party's commitments or liabilities of any kind, whether business or personal.

14. Signed facsimile transmissions of this agreement shall be considered an original of the document, and shall have the same effect and force as signed hard copy originals of the document and shall be as binding and legally enforceable as any commercial contract.

15. The Parties to this agreement certify that they have full authority and approval to sign this agreement both personally and on behalf of any related business entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative as of the Effective Date as signified by their signature below.

Disclosee's Acceptance: Disclosee's signature below signifies that Disclosee has read this agreement in its entirety and ALL of the Terms and Conditions of this Agreement are fully understood and accepted by the Disclosee.

Disclosee's Associated Business Names: _____

Disclosee's Signature for Personal and Business _____

Print Name: _____ **Date:** _____

Disclosee Personal Address: _____

Disclosee Email: _____ **Fax:** _____

Disclosee Phone Number: _____

Disclosee Witness: Not needed if copy of Drivers License is attached. The Witness signing this Agreement asserts that the Disclosee, whose signature appears above, signed this document in the Witnesses presence and, to witness the origin of said signature:

Witness Signature: _____ **Date:** _____

Print Name: _____

Discloser's Acceptance: **Discloser's Business Names:** Above Delineated

Discloser's Signature: _____ **Title:** Dir. Bus. Dev.,HFT; VP, NC

Print Name: Greg Westfall **Date:** _____

Discloser Mailing Address: 2756 N. Green Valley Pkwy., #267, Henderson, NV 89014

Discloser's Email: ccc@renuamedical.com **Tel:** 877-885-1258 **Fax:** 775-546-6156

Disclosee instructions: Please fill in blanks on first page, initial all pages, fill out and sign last page, attach a copy of your Drivers License and fax the fully executed agreement to the Discloser's fax number shown above.