CONFIDENTIALITY AGREEMENT

BETWEEN

Zeshan Qureshi

and

[name]

This Confidentiality Agreement (“Agreement”) is entered into by and between Zeshan Qureshi Ltd (“QURESHI”), with principal offices located at 25 Joseph Hardcastle Close, New Cross, London SE14 5RN and [name (“NAME”)], an individual residing at [address], collectively referred to herein as the “Parties”.

#### RECITALS

I. QURESHI is engaged in the business of, among other things, publishing instructional medical texts.

#### II. [NAME] is currently enrolled as a [job] and is interested in working with QURESHI, as requested from time to time, which includes, but may not be limited to, [being an author, editor, reviewer, senior reviewer, or assisting in promotion].

III. In connection with this, and in the evaluation or pursuit of certain business opportunities, QURESHI may disclose valuable proprietary information to [NAME] and is willing to disclose that certain confidential information on the terms and conditions set forth in this Agreement.

IV. NOW THEREFORE, in consideration of the mutual undertakings, covenants, agreements, conditions, and stipulations hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, QURESHI and [NAME] hereby agree as follows:

AGREEMENT

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information, as more specifically defined below. As a result, the parties agree to enter into a confidential relationship with respect to disclosure of certain proprietary, confidential, and trade secret information (“Confidential Information”).

1. Definition of Confidential Information.
2. For purposes of this Agreement, “Confidential Information” shall include all information or

material that has or could have commercial value or other utility in the business in which disclosing party is engaged and shall mean any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, whether disclosed orally, in writing, or in machine readable form, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, developments, specifications, computer software, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated

Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party, and that Disclosing Party regards all of its Confidential Information as trade secrets.

 (b) Notwithstanding anything to the contrary herein, Confidential Information shall not include information which: (i) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (ii) is disclosed by Receiving Party with Disclosing Party’s prior written approval; or (iii) is compelled to disclose such Confidential Information as more specifically set forth in Section 4, below.

 (c) For purposes of this Agreement, “Disclosing Party” shall mean QURESHI, the party to this Agreement which discloses certain Confidential Information to the other party to this Agreement and “Receiving Party” shall mean [NAME] the party to this Agreement which receives certain Confidential Information from the other party to this Agreement

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”), if any, who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the Parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; (d) shallrequire such Representatives to sign written nondisclosure restrictions at least as protective as those in this Agreement; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).The Receiving Party shall be responsible for any breach of this Agreement by any of its respective Representatives and shall be responsible for obtaining fully executed nondisclosure agreements from any and all Representatives in which Receiving Party discloses any Confidential Information. Upon request by Disclosing Party, Receiving Party shall submit to Disclosing Party any and all of the fully executed Nondisclosure Agreement(s) that it has received in compliance with this provision.

The Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Ownership and title to the Confidential Information will remain solely in the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything to the contrary herein, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, or discovery request, only if it is required to do so by law, and provided that the Receiving Party promptly notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall commence retroactively from the date of which Receiving Party received any Confidential Information from Disclosing Party prior to entering into this Agreement. Notwithstanding the foregoing, however, the Receiving Party’s duty to hold in confidence the Confidential Information that was disclosed during the term of this Agreement shall survive termination of this Agreement, whether by its own terms, or otherwise, and shall remain in effect indefinitely and in perpetuity.

6. Remedies.

The Parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the Parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys’ fees, incurred in the pursuit of obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

7. Return of Confidential Information.

The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party, said consent of which shall be in the sole and subjective discretion of Disclosing Party, shall immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction.

8. Notice of Breach.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party and/or its Representatives, or any other breach of this Agreement by Receiving Party and/or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Further Transaction(s) or Agreement(s).

The Receiving Party acknowledges and agrees that the Disclosing Party will not be under any legal obligation of any kind whatsoever with respect to any further transaction or agreement by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. No Obligation to Disclose.

The Disclosing Party is not under any obligation under this Agreement to disclose any Confidential Information that it so chooses not to disclose.

11. Additional Provisions.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Governing Law. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of England applicable to contracts made and to be wholly performed within such territory, without giving effect to any conflict of laws provisions thereof. The courts of competent jurisdiction located in London, England shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

1. Waiver. Any failure by either party to enforce the other party’s strict performance of any provision of

this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Severability. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Notices. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) Assignment. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) Section Headings. Section headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

 (h) Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(i) Counterparts. This Agreement may be signed in counterparts. Each counterpart will constitute an original document and all counterparts, taken together, will constitute one and the same instrument. Executed counterparts may be delivered by telecopier.

(j) Independent Counsel. The parties hereby acknowledge that they have been, or have had the opportunity to be, represented by an independent attorney of its own selection and choice in the negotiation and preparation of this Agreement. This Agreement has been fully explained to each party by such party’s attorney. The parties have carefully read this Agreement and are completely aware not only of its contents but also of its legal effect.

(k) Foreign Language Translation. In the event that this Agreement, in whole or in part, is translated into any other language, this English language version shall control for any and all purposes.

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

 Dated: \_\_\_\_\_\_\_1.3.16\_\_\_\_\_\_\_\_

Zeshan Qureshi

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME]