



CONFIDENTIALITY AGREEMENT

In connection with our consideration of a possible transaction with **Auro Physical Therapy** and all its subsidiaries (Referred to as the “Company”). We will be reviewing financial, technical and other information concerning the proposed business affairs of the Company. As a condition to the company’s furnishing to us and our representatives such information that has not therefore been made available to the public, we agree to treat such non-public information furnished to us by the Company or its representatives after the date of this agreement (herein collectively referred to as the “evaluation material”), as follows:

1. We agree that the evaluation material will be used solely for the purpose of evaluating a possible transaction between the Company and ourselves. We also agree that we, our directors, officers, and employees, including agents and representatives of our firm, agree to keep such information confidential and be bound by this Agreement to the same extent as if they were parties thereto (herein collectively referred to as “our representatives”), will not disclose any of the evaluation representatives to any third party, except as required by applicable law or legal process, without the prior written consent of the Company.
2. In addition, without the prior written consent of the Company, we and our representatives will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction with the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
3. In the event that the transaction contemplated by this agreement is not consummated, all evaluation materials (and all copies, summaries, and notes of the contents or parts thereof) shall be returned or destroyed and not retained by us and our representatives in any form for any reason.
4. We and our representatives shall have no obligation hereunder with respect to any information in the evaluation materials to the extent such information has been made public other than by acts by you or your representatives in violation of the Agreement.

Please acknowledge your agreement of the foregoing by counter-signing this Agreement in the space provided below.

Signature: _____

For: *Auro Physical Therapy*

Print Name: _____

By: _____

Position: _____

Its: _____

Date: _____

Date: _____