

CONFIDENTIALITY AGREEMENT

RE: _____ (“Company”)

In connection with First Capital Funding Corporation’s consideration of a possible transaction involving a possible acquisition of a portion of the assets of the Company by us (the “Transaction”), we have requested information from the Company. As a condition to furnishing us such information, we agree to treat any information concerning the Company or its patients, which is furnished by or on behalf of the Company (herein collectively referred to as the “Evaluation Material”) in accordance with the provisions of this agreement.

We hereby agree that the Evaluation Material will not be used by us in any way which we know, or, in the exercise of reasonable judgment, should know, will be detrimental to the Company. We also agree that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction, and that we will take such action as may be reasonably necessary to maintain the confidentiality of the Evaluation Material; provided, however, that (i) any of such information may be disclosed to our directors, officers, and employees.

In addition, unless otherwise required by law, without the prior written consent of the other party, each party will not, and will direct its directors, officers, employees and representatives not to disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to any such possible 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, trust, individual, or other entity.

This agreement shall (1) be binding upon our successors and assigns, and shall be governed by and construed in accordance with the laws of the State of Florida, and (2) shall be binding for the lesser of (1) a period of one year from the date of execution as indicated below or (II) the completion of a Transaction between the Company and a third

party or the discontinuance of the conduct of the business of the Company which is the subject of the possible Transaction. We understand that this agreement shall survive any termination of our evaluation of the assets of the Company as a possible acquisition.

Accepted and agreed to, by:

its _____

Date _____