



## CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter the "Agreement") is made and entered into system as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between \_\_\_\_\_ (hereinafter the "Recipient") and **The Recovery Coach, LLC** (hereinafter the "Company"), with its principal place of business at 6100 Lake Forrest Dr. NE, Atlanta, GA. The Recipient and the Company shall collectively be called the "Parties."

### 1. PURPOSE

The purpose of the Company disclosing the Confidential Information is TO DISCUSS PROGRESS.

### 2. DEFINITION

"Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to customers, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as "proprietary" or "confidential". Confidential Information does not include information, technical data or knowhow which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party. Any information that is protected under the HIPAA regulations applies.

### 3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Company and Recipient each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any unpermitted purpose. The recipient of Confidential Information will not disclose such Confidential Information to anyone, including to their employees; however, the recipient of Confidential Information may disclose such information to certain employees who are required to have such information to carry out the contemplated business. Each party has had, or will have employees, to whom Confidential Information of the other is disclosed, sign a Non-Disclosure Agreement which is substantially similar to this Agreement and will notify the other in writing of the names of the persons who have had access to the Confidential Information of the other party. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other

in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention. Respecting all HIPAA regulations, requirements, and responsibilities.

Notwithstanding any other provision of the Agreement, disclosure of Confidential Information shall not be precluded if such disclosure:

- (a) is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof;
- (b) is otherwise required by law; or,
- (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

In the event that the receiving party is requested in any proceedings before a court or any other governmental body to disclose Confidential Information, it shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If in the absence of a protective order, the receiving party is nonetheless compelled to disclose Confidential Information, the receiving party may disclose such information without liability hereunder; provided, however, that such party gives the disclosing party advance written notice of the information to be disclosed and upon the request and at the expense of the disclosing party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

#### **4. OWNERSHIP**

All Confidential Information shall remain the exclusive property of disclosing party, and recipient shall have no right to use Confidential Information except as provided herein. No patent, copyright, trademark or other proprietary right or license is conveyed by this Agreement with respect to Confidential Information.

#### **5. RETURN OF MATERIALS**

Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the purpose of disclosure has been achieved. The receiving party further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any Confidential Information and to cause its agents and representatives to whom or which Confidential Information has been disclosed to destroy all notes and copies in their possession that contain Confidential Information upon the request of the disclosing party.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the permitted purposes. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided "as is" and

without any warranty, express, implied or otherwise, regarding its accuracy or performance.

## **7. INDEPENDENT DEVELOPMENT**

Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other Parties that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's Confidential Information.

## **8. TERM**

The confidentiality obligations of this Agreement shall remain in effect indefinitely and neither party will be allowed to disclose confidential information learned about the other at any point in the future unless required by law or court order.

## **9. MISCELLANEOUS**

This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. This Agreement contains the final, complete, and exclusive agreement of the Parties relative to the subject matter hereof and supersedes any prior agreement of the Parties, whether written or oral. This Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by both Parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

## **10. REMEDIES**

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages. In such a case, the prevailing Party may request and be awarded attorney's fees and costs.

## **11. NOTICES**

All notices hereunder shall be sent to either party at the address specified above, or such other address or contact person as the respective party may specify from time to time in accordance with the provisions of this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has signed this Confidentiality Agreement as of the date first above written.

**COMPANY**

\_\_\_\_\_ / /  
(PRINT NAME) DATE

\_\_\_\_\_ / /  
(SIGNATURE) DATE

**RECIPIENT**

\_\_\_\_\_ / /  
(PRINT NAME) DATE

\_\_\_\_\_ / /  
(SIGNATURE) DATE