

## CONFIDENTIAL NON-DISCLOSURE AND NON-USE AGREEMENT

This Agreement is made and effective this \_\_\_\_\_, 2017 by and between Insights Empower Results LLC (doing business as Remedy101 Coaching). with a place of business at One Carol Way, Salem, MA 01970 hereinafter referred to as ("Remedy101"), and \_\_\_\_\_ with a place of business at \_\_\_\_\_ hereinafter referred to as "Information Provider". Other clients of Remedy101 who are engaged at any time as participants in a group setting with the Information Provider shall be treated as if they too were Remedy101 for purposes of this agreement. Remedy101 and Information Provider shall be collectively referred to herein as the "Parties".

Whereas, Information Provider and Remedy101 wish to disclose certain information to each other on a confidential basis in conjunction with a business relationship between the Parties and to enable Remedy101 to provide assistance to Information Provider regarding products and services. Such disclosure is intended to assist the Parties in their relationship. This disclosure of information includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.

Whereas, Information Provider and Remedy101 wish to exchange the information for the sole purpose stated above and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information."

Whereas, Information Provider and Remedy101 are willing to disclose Information (as "Disclosing Party") and to receive Information (as "Receiving Party") on the terms and conditions set forth herein.

In consideration of the premises and mutual covenants contained herein, the Parties hereto agree as follows:

1. All information which a Disclosing Party discusses with Remedy101 or in a group session involving other Remedy101 coaching clients shall be treated as confidential, proprietary, trade secret or like undisclosed information. There is no requirement for said information to be provided in writing or other permanent visual form. There is no requirement that such information shall be clearly and appropriately marked as "Confidential" or "Proprietary" at the time of delivery to the receiving party. Disclosures of such information made orally or by visual observation shall always be treated as confidential.

2. "Confidential Information" is defined as any information so disclosed to a Receiving Party and so indicated by the Disclosing Party to be "Confidential" or "Proprietary" and marked in accordance with the procedures set forth below. However, Confidential Information shall not include any information which:

- (a) is already known to the Receiving Party at the time of disclosure as evidenced by written documents; or
- (b) is generally available to the public or becomes publicly known through no fault of the Receiving Party; or
- (c) is received by the Receiving Party from a third-party who had a legal right to disclose without restriction; or
- (d) is developed independently of and without reference to Confidential Information received by the Receiving Party from the Disclosing Party.

- (e) is furnished to any third party by the Disclosing Party without a similar restriction on the recipient party's rights;
- (f) is approved by release by the Disclosing Party; or
- (g) is required by court order or governmental agency to be disclosed; provided that the Disclosing Party is informed of the court order and is given a reasonable opportunity to prevent disclosure of or have the Confidential Information maintained as confidential under protective order.

3. Unless expressly authorized otherwise by the Disclosing Party in writing, which refers by name and date to this Agreement, the Receiving Party shall maintain all Confidential Information in strict confidence, shall not disclose such Confidential Information to any third-party during and shall not use the Confidential Information for its benefit or for the benefit of any third-party except for the purposes of assisting the Disclosing Party.

4. Each party shall limit the disclosure of any Confidential Information received from the other party only to those of its employees, agents and representatives having a definitive need to know about the same to achieve the purposes hereof and who are bound by written agreements with the receiving party to maintain the Confidential Information in confidence.

5. Within thirty (30) days following a written request, the receiving party shall return or destroy all Confidential Information supplied by the disclosing party in written or other non-oral or visually observed form and return or destroy all copies thereof.

6. The Receiving Party agrees to exercise the same care and safeguards with respect to Confidential Information disclosed by the Disclosing Party as used to maintain the confidentiality of its own information of like character, but in no event less than a reasonable degree of care.

7. The Parties agree that nothing herein shall obligate a Party to disclose information by virtue of this Agreement.

8. All Confidential Information delivered by either Party to the other pursuant to this Agreement is and shall remain the property of the Disclosing Party.

9. Nothing contained herein shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights to technology or a license under any patent, copyright, or trademark or other intellectual property right now or hereafter in existence except for the limited purposes set forth herein.

10. In the event the Parties make a later contract or agreement concerning anything covered by this Agreement, this Agreement shall continue to remain in full force and effect unless specifically stated to the contrary in such later contract. This Agreement may be terminated at any time by either Party effective upon receipt by the other party of a written notice of the termination. The obligations of confidentiality, nondisclosure and non-use, however, shall remain in effect until the expiration of the five-year secrecy obligation under this Agreement.

11. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions thereof shall remain in full force and effect.

12. Neither Party will be under any legal obligation of any kind whatsoever to create any other form of business relationship by virtue of this Agreement except for the rights and obligations specifically agreed to herein.

13. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement, and the Disclosing Party shall be entitled to injunctive relief. Such remedies shall not be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies for such breach available at law or inequity. Any Party's failure in any instance to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.

14. This Agreement constitutes the complete understanding between the Parties of each Party's obligations to the other Party relating to the Confidential Information. This Agreement can be modified only by a written document executed by an authorized representative of the Parties which refers to this Agreement and includes a copy of this Agreement as an attachment.

15. Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization or other information is proper or required to be given by either Party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, to the addresses set forth on the first page of this Agreement or by facsimile. Notice shall be deemed received on the date of receipt or the date on which receipt is refused. Neither Email nor any form of "texting" are acceptable forms of notice pursuant to this agreement.

16. This Agreement shall be binding upon the Parties, their successors, assigns, heirs, executors and administrators as the case may be. No Party shall assign this Agreement or any Confidential Information received from the other Party pursuant to this Agreement without the other Party's prior written consent.

17. Each Party to this Agreement represents that the execution of and performance of this Agreement shall not constitute a breach of any other agreement with any third party.

18. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by a duly authorized representative on the dates entered hereinbelow.

_____	
<b>(Information Provider organization)</b>	<b>Insights Empower Results LLC</b>
By: _____	By: _____
Name: _____	Michael Lissack
Title: _____	Managing Director
Date Signed: _____	Date Signed: _____