



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is-effective as of (the “Effective Date”) between Rewarding HealthyHabits, LLC dba HealthyHabits a Delaware corporation with a principal place of business at 649 Fifth Avenue Naples, FL 34102 and its affiliated companies, and _____ its principal place of business at _____. For purposes of this Agreement, the party providing Confidential Information and such party’s employees, agents, and affiliates shall be referred to as the “Disclosing Party” and the party receiving the Confidential Information and such party’s employees, agents and affiliates shall be referred to as the “Receiving Party.”

- 1. Introduction:** The parties may disclose Confidential Information to each other during discussions to evaluate a potential business relationship (the “Purpose”).
- 2. Term:** This Agreement will be effective for one (1) year following the Effective Date. However, the confidentiality obligations set forth in this Agreement shall survive until, and shall have no force or effect following the expiration of two (2) years from the date of disclosure (“Duty of Confidentiality”).

2. Confidential Information

2.1 “Confidential Information” may include the Disclosing Party’s intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, product or service information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other tangible or intangible information or any materials based thereon, furnished directly or indirectly by the Disclosing Party. In addition, Confidential Information includes (i) any technical or business information of a third person furnished or disclosed by one party to the other and (ii) the fact that a potential business relationship is being discussed. Confidential Information does not include information which (i) was previously known, (ii) was or becomes publicly available through no breach by the Receiving Party, (iii) was or becomes available from a third-party to whom the Confidential Information was disclosed without restrictions; or (iv) was independently developed by the Receiving Party.

2.2 The Receiving Party shall keep all Confidential Information strictly confidential and shall not, without the Disclosing Party’s prior written consent, use or disclose Confidential Information other than as for the purpose and as permitted by this Agreement. The Receiving Party may reveal Confidential Information only to employees, agents and affiliates who: (i) need to know the Confidential Information for the purpose; and (ii) have been informed of and agreed to abide by the terms of this Agreement. The Parties shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement.

2.3 Nothing herein shall constitute a commitment to the development or release of any future products or the entry into any form of business relationship or be constructed as granting any right or license under any copyright, patent, trademark or any other intellectual property right, now or hereafter owned or controlled by the Disclosing Party. Each party’s right to develop, use and market products and services similar to or competitive with Confidential Information of the other party shall remain unimpaired. The parties acknowledge that the other may have had or may have in the future, discussions with other concerning subject matter, similar to the potential business transaction discussed hereunder, and may receive information from others similar to the Confidential Information.

2.4 All Confidential Information, including any materials based thereon and any copies thereof shall be returned to the Disclosing Party upon the first to occur of (i) completion of the Purpose or (ii) request by the Disclosing Party. The requirements of confidentiality set forth shall survive the return or destruction of such Confidential Information.

2.5 In the event that the Receiving Party or any third-party becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall promptly notify the Disclosing Party to enable the Disclosing Party to seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.

3. Miscellaneous

3.1 This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois. This Agreement set forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications whether oral or written, with respect to the subject matter. This Agreement cannot be amended except by written agreement of the Parties.

3.2 In addition to other remedies, each party shall be entitled to seek injunctive relief, without bond, to prevent or remedy a breach of this Agreement by the other party.

3.3 The Receiving Party may be subject to fines, penalties and other liabilities under applicable law if the Receiving Party, based on Confidential Information, trades in the capital stock of the Disclosing Party or advises others to do so.

3.4 Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Rewarding HealthyHabits, LLC dba HealthyHabits

By:
Name: Justin B. Perun
Title: Founder

Company Name:
By:
Name:
Title: