

NON-DISCLOSURE AGREEMENT

This Agreement is made as of the 6th day of January 2023 between _____ (“Receiving Party”) and _____ (“Disclosing Party” hereinafter referred to as “Company”).

In order to pursue possible mutual business interests (the “Business Purpose”), Receiving Party and Company recognize that Company proposes to disclose to Receiving Party certain of its confidential information to be used only for the Business Purpose and recognize a need to protect Company’s confidential information from unauthorized use and disclosure.

In consideration of the mutual promises, understanding, and agreement described herein and other good and valuable consideration, each party agrees as follows:

1. Confidential Information. As used in this Agreement, “Confidential Information” means any and all information (in any medium, including but not limited to, written documents and electronic files) provided by Company to Receiving Party, including, but not limited to, unpublished data regarding development plans, financial data, marketing and sales data, product/service and product/service development information, any information relating to Company’s products and services (including, without limitation, costs of property, cost structure, pro-forma financial information, financing plans, product mix, development timeline and process, business strategy, and marketing plan), Company lists, employee lists, contracts, licensing agreements, processes, formulas, trade secrets, inventions, discoveries, improvements, data, know-how, formats, marketing plans, business plans, strategies, forecasts, and any other information provided by Company to Receiving Party;. Confidential Information includes not only information disclosed by Company to Receiving Party, but also information developed or learned by Receiving Party during the course of working on the Business Purpose with Company. Confidential Information is to be broadly defined. Confidential information also refers to the idea of developing telepsychiatry services.

2. Obligations. Receiving Party agrees:

- (a) to hold the Company’s Confidential Information in strict confidence;
- (b) not to disclose such Confidential Information to any third party except as specifically authorized herein or a specifically authorized by the other party in writing;
- (c) to use all reasonable precautions, consistent with treatment of Confidential Information of a similar nature, to prevent the unauthorized disclosure of the other party's Confidential Information; and
- (d) not to use any Confidential Information for any purpose other than helping the Company with the development of their business idea.

3. Permitted Disclosures. Company may disclose the Receiving Party’s Confidential Information to its responsible employees and Receiving Party advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the confidential nature of such Confidential information.

Date: 01/06/2023

4. Copies and Abstracts. Without the prior written consent of the Company, the Receiving Party may not make copies or abstracts of the Company's Confidential Information. If such consent is provided, all such copies and abstracts must be marked as confidential and the Receiving Party must maintain a written record of the distribution of all such copies and abstracts.

5. Return of Confidential Information. Upon the Company's request, the signer will promptly return to the Company all copies of the Confidential Information, will destroy all notes, abstracts and other documents that contain Confidential Information.

6. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement.

7. Injunctive Relief. Signer acknowledges that the unauthorized use or disclosure of the Company's Confidential Information would cause irreparable harm to the Company. Accordingly, Receiving Party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Terms of Agreement. This Agreement applies to all Confidential Information that is disclosed by the Company to the Receiving Party. The obligations of this Agreement will remain in effect after the date of the last disclosure of Confidential Information hereunder.

9. Applicable Law. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Illinois. This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

Receiving Party: _____ Signature: _____ Date: _____

Company: Liveware Company

Name/Title Signature: _____ Date: _____