

NON DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("Agreement") is entered into by and between Maple Tree Cancer Alliance, hereinafter referred to as the "Disclosing Party", and _____, hereinafter referred to as the "Receiving Party", collectively referred to as the "Parties", to protect the confidential information disclosed by the Disclosing Party to the Receiving Party.

Confidential Information

The Disclosing Party may disclose certain confidential information, which may include, but is not limited to, trade secrets, business plans, financial information, product designs, customer lists, software code, marketing strategies, and any other proprietary information (collectively referred to as the "Confidential Information").

Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information received from the Disclosing Party during and after the term of this Agreement.
- Use the Confidential Information solely for the purpose of the Maple Tree Cancer Alliance's Exercise Oncology Instructor Certification.
- Not disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Take all reasonable measures to protect the Confidential Information from unauthorized access or disclosure.

Exclusions from Confidential Information

The obligations of confidentiality shall not apply to any information that:

- Is already known to the Receiving Party at the time of disclosure, as evidenced by written records.
- Is publicly known or becomes publicly known through no fault of the Receiving Party.
- Is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information, as evidenced by written records.
- Is rightfully received by the Receiving Party from a third party without restrictions on disclosure.

Return of Confidential Information

Upon the written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return all Confidential Information, including copies, summaries, or extracts thereof, to the Disclosing Party or provide written certification of its destruction.

Term and Termination

This Agreement shall become effective on this date _____ and shall remain in effect for five years from that date unless terminated earlier by mutual written agreement of the Parties. The obligations of confidentiality shall survive termination of this Agreement.

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Remedies

The Parties acknowledge that any breach of the Agreement may cause irreparable harm for which monetary damages would be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in the event of a breach or threatened breach of this Agreement, without waiving any other rights or remedies available to it.

Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the state of Ohio, without regard to its conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the date written above.

Maple Tree Cancer Alliance

By: Karen Wonders Date: _____
Karen Wonders, Founder & CEO

Full Name: _____

Signature: _____ Date: _____