



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between ARISE Alliance Institute, Inc, a Florida Limited Liability Company ("Disclosing Party") and _____, as an Individual ("Receiving Party").

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship relating to: the training in ARISE owned intellectual property, namely, Trauma, Tips, and Tools, (T3) and/or Critical Memory Integration, (CMI); which includes proprietary information across tiered levels (the "Transaction"). In connection with the parties' respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or grant access to certain confidential and proprietary information. A party disclosing its Confidential Information, Proprietary Rights, or Inventions to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information, Proprietary Rights, or Inventions of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, Proprietary Rights, or Inventions, Disclosing Party and Receiving Party agree as follows:

1. **Confidential Information.** The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, tangible and intangible information relating to processes, know-how, designs, formulations, formulae's, products, business plans, financial information, prices and costs, which Disclosing Party considers confidential.
2. **Proprietary Rights.** The term "Proprietary Rights" as used in this Agreement shall mean any trade secrets, patents, copyrights, product development plans, ideas, or other such intellectual property rights whatsoever.
3. **Inventions.** The term "Invention" as used in this Agreement shall mean anything that may be patentable or copyright-able as well as any discovery, idea, design, development plan, development project, formula, improvement, original work of authorship, software code, software program, software application, process, technique, trade secret or anything else whatsoever that has or can have independent economic value from not being generally known to the public, whether or not it can be registered or protected.
4. **Exclusions from Confidential Information, Proprietary Rights, or Inventions.** The obligation of confidentiality with respect to Confidential Information, Proprietary Rights, or Inventions will not apply to any information:
 - a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;



- b. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- c. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information, Proprietary Rights, or Inventions; or
- d. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information, Proprietary Rights, or Inventions which it is legally obligated to disclose.

5. Obligation to Maintain Confidentiality. With respect to Confidential Information, Proprietary Rights and Inventions:

- a. Receiving Party and its Representatives agree to retain the Confidential Information, Proprietary Rights, or Inventions of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of the Confidential Information, Proprietary Rights, or Inventions except in conformity with this Agreement;
- b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information, Proprietary Rights, or Inventions received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- c. If there is an unauthorized disclosure or loss of any of the Confidential Information, Proprietary Rights, or Inventions by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and
- e. The obligation not to disclose Confidential Information, Proprietary Rights, or Inventions shall survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, Proprietary Rights, and Inventions, except to the extent that such Confidential Information, Proprietary Rights, and Inventions is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 4 above.

6. Non-Disclosure of Transaction. Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 4 apply: (a) the fact that Confidential Information, Proprietary Rights, or Inventions has been made available to it or that it has inspected any portion of the Confidential Information, Proprietary Rights, or Inventions; (b) the fact that the Disclosing Party and Receiving Party are having discussions or



negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction.

7. **Representatives.** Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

8. **Disclaimer.** There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information, Proprietary Rights, or Inventions. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

9. **Remedies.** Each party agrees that use or disclosure of any Confidential Information, Proprietary Rights, or Inventions in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

10. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the provided address or in the case of either party, to such other party, address as such party may designate upon reasonable notice to the other party.

11. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate this Agreement; (b) the consummation of the Transaction or (c) two (2) years from the date hereof.

12. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

13. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each party consents to the exclusive



jurisdiction of the courts located in the State of Florida for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

14. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

<hr/> Receiving Party Signature		<hr/> Receiving Party Full Name
		Address: _____
		City, State Zip: _____
<hr/> <i>Kelly Bustin</i> <hr/>	<hr/> ARISE Alliance Institute, Inc <hr/>	<hr/> Kelly Bustin Executive Director <hr/>
Representative Signature	Company Full Name & Address 1511 N. Westshore Blvd., Suite 750 Tampa, FL 33607	Company Representative Name and Title

