



Health Numeric
MUTUAL NON-DISCLOSURE

This Non-Disclosure Agreement is entered this _____, 2020 by and between _____ a _____ Company with its principal office at _____ and Health Numeric LLC., a Michigan corporation, with its principal offices at 2843 E. Grand River Ave Suite 272, East Lansing Michigan 48823 (“Health Numeric”) to assure the protection and preservation of the confidential and or proprietary nature of information to be disclosed or made available by either party to the other in connection with certain negotiations or discussions.

NOW THEREFORE, IN RELIANCE UPON AND IN CONSIDERATION OF THE FOLLOWING UNDERTAKINGS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Confidential Information

(a) Subject to the limitations set forth in Paragraph 1(b), “Confidential Information” shall be deemed to include (i) all written or tangible information which is clearly marked as confidential or proprietary, and (ii) all information orally or visually disclosed which is identified as confidential or proprietary at the time of disclosure. Confidential Information shall include, without limitation: information relating to either party’s current, future, or proposed business services or products, technical data or know-how, including any research, products, services, developments, inventions, processes, techniques, designs, systems architecture, distribution, engineering, marketing strategies, business plans financial, merchandising and/or sales information, which is disclosed by either party, or on such party’s behalf, to the other party or its employees or agents.

(b) Notwithstanding any provision contained in this Agreement, neither party shall be required to maintain in confidence any of the following information: (i) information which, at the time of disclosure to the receiving party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (iii) information which was in the receiving party’s possession at the time of disclosure by the disclosing party, and which was not acquired, directly or indirectly, from the disclosing party; (iv) information which the receiving party can demonstrate resulted from its own research and development, independent of disclosure from the disclosing party; (v) information which the receiving party receives from third parties, provided such information was not obtained by such third parties from the disclosing party on a confidential basis; or (vi) information which is produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

2. Property of Disclosing Party

All right, title and interest in and to the Confidential Information shall be and remain vested in the disclosing party. Nothing in this Agreement shall grant the receiving party any license or right of any kind with respect to the Confidential Information, other than the privilege to review and evaluate such information solely for the purposes contemplated by this Agreement.

3. The Receiving Party’s Obligations

The receiving party agrees that it will:

(a) Use commercially reasonable efforts to safeguard the Confidential Information and to prevent any unauthorized access, reproduction, disclosure, and/or use of any of the Confidential Information.

(b) Disclose the Confidential Information only to those officers, directors, and/or employees of the receiving party who need to know such information in order to carry out the purposes contemplated by this Agreement, and in the event employment or appointment of any such person is terminated, the receiving party agrees to use its best efforts to recover any Confidential Information in such person’s custody or control.



4. Term

The receiving party's obligation hereunder shall commence upon the date first written above and shall continue for so long as the parties continue to exchange Confidential Information. The obligations set forth in this Agreement shall continue for a period of three (3) years from the date of each disclosure made hereunder. This Agreement may be terminated by either party at any time upon thirty- (30) days written notice to the other party. Promptly upon termination or the disclosing party's request, the receiving party shall return or certify the destruction of all Confidential Information and shall not retain any copies thereof.

5. Publicity

All media releases and public announcements or disclosures by either Party relating to this Agreement, its subject matter or existence, or the purpose of this Agreement shall be coordinated with and consented to by the other Party in writing prior to the release thereof.

6. Independent Development

Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, market or acquire products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each party acknowledges that the other may already possess or have developed products or services like or competitive with those of the other party to be disclosed in the Confidential Information.

7. Governing Law, Arbitration and Attorneys' Fees

(a) This Agreement is made subject to and shall be construed under the laws of the State of California.

(b) In the event of a dispute between the parties arising under this Agreement or an Ancillary Agreement, the parties shall submit to binding arbitration in Ingham County, Michigan before a single arbitrator knowledgeable of software licensing under the Commercial Arbitration Rules of the American Arbitration Association, except that temporary restraining orders or preliminary injunctions, or their equivalent, may be obtained from any court of competent jurisdiction. The decision of the arbitrator shall be final and binding with respect to the dispute subject to the arbitration and shall be enforceable in any court of competent jurisdiction.

(c) If any arbitration or litigation is commenced between or among parties to this Agreement or any Ancillary Agreement or their personal representatives concerning any provisions of this Agreement or any Ancillary Agreement, or the rights and duties of any person in relation thereto, the court or arbitrator, as the case may be, may award to the party or parties prevailing in such arbitration or litigation, in addition to such other relief as may be granted, a reasonable sum for their attorneys' fees.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

For:	For: Health Numeric LLC.
By:	By:
Title:	Title: CEO
Date:	Date: