

NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

This **NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT**, dated this day of _____, is by and between _____ (hereinafter referred to herein as "**Recipient**" or "**you**" or "**your**") and **Business Markets Inc. t/d/b/a BMI Mergers & Acquisitions**, a Pennsylvania corporation ("hereinafter referred to as "**BMI**"), with an address of PO Box 6081, Wyomissing PA 19610, as Agent for the Company known as **Health & Wellness Software Solution ID# 13772** (hereinafter referred to as "**Company**"). Recipient and BMI hereinafter collectively referred to as "**Parties**").

Background

BMI is in the business of providing merger and acquisition advisors and business brokers that specialize in the sale of privately held businesses; BMI serves as the Agent for the Company who has engaged BMI to assist them in its sale; Recipient has requested that BMI provide Recipient with certain information about Company for the sole purpose of evaluating the feasibility of a potential purchase of Company (the "**Transaction**") as a going concern or certain of Company's assets (the "**Permitted Purpose**"). BMI is willing to provide Recipient with such information pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

A. Confidentiality.

1. BMI, as Agent for Company, is furnishing certain information solely for the Permitted Purpose. As a condition to the receipt of such information, Recipient agrees to treat confidentially any information concerning Company (including, without limitation, accounting, financial and operational information) furnished to Recipient by, or on behalf of, Company in connection with the Transaction on or after the date hereof, whether orally or in writing, together with analyses, compilations, studies or other documents or records prepared by Company, to the extent that such analyses, compilations, studies, documents or records contain, or otherwise reflect, or are generated from, such information (collectively, the "**Confidential Information**"). The Confidential Information may include, without limitation:

- (a) internal business and financial information (including information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods);
- (b) identities of, individual requirements of, specific contractual arrangements with, and information about, Company's suppliers, distributors and customers and their confidential information;
- (c) compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and data bases relating thereto;
- (d) trade secrets, ideas, inventions, designs, developments, devices, methods, and processes (whether or not patented, patentable or reduced to practice); and
- (e) tax returns and portions thereof.

Confidential Information does not include information which (i) becomes generally available to the public on a non-confidential basis; or (ii) becomes available to Recipient on a non-confidential basis from a source other than BMI or Company or its advisors, provided that such source is not known to Recipient to be bound by a confidentiality agreement with, or other obligation of secrecy to, BMI, Company, or another party., or (iii) is independently developed without use of or reference to the information provided by BMI or the Company.

2. Recipient hereby agrees that the Confidential Information will be used solely for the Permitted Purpose and will be kept confidential by Recipient and will not be disclosed to any person outside of Recipient's organization, including, without limitation, to any trade association, creditors' group or individual creditor; provided, however, that the Confidential Information may be disclosed (i) to Recipient's directors, officers, employees, partners, attorneys, accountants, advisors, financial advisors, financiers, investors, or representatives who need to know the information contained therein for any Permitted Purpose (it being understood that (a) such persons shall be informed by Recipient of the confidential nature of such information, and Recipient shall direct such persons to treat such information confidentially; and (b) in any event, Recipient shall be responsible for any breach of this Agreement by any such person); (ii) pursuant to subpoena or court process; (iii) as Recipient may reasonably believe, based upon advice of counsel or corporate policy, to be otherwise required by law, legal process or by the request of any governmental authority or other regulatory body or self-regulatory organization having or claiming jurisdiction over you, in each case subject to the provisions set forth below; or (iv) to the extent that BMI or Company consents in writing.

3. Recipient further agrees that Recipient shall not, without BMI or Company's written consent, disclose to any person the parties have entered into this Agreement, that the Company is contemplating a possible transaction, that the fact the Confidential Information has been made available, that discussions or negotiations are taking place concerning a possible transaction involving Recipient and Company or any of the terms, conditions or other facts with respect to any such possible transaction (including the status thereof).

4. Recipient acknowledges and agrees that Recipient is aware that, by receiving the Confidential Information, Recipient may receive material non-public information about Company.

5. Recipient agrees that Recipient shall not, without BMI or Company's written consent, contact Company, or agents, customers, vendors or employees of Company, directly or indirectly, regarding the Permitted Purpose.

6. Recipient acknowledges that BMI serves as Agent for Company and that as such Agent, BMI makes no representation or warranty regarding the accuracy of the Confidential Information. BMI believes that the Confidential Information is reliable for the purpose of evaluating Company, however, BMI has not verified the accuracy of the Confidential Information and such may not be complete and/or may not provide Recipient with all the information necessary to accurately evaluate the condition of Company. Recipient is responsible for its own independent due diligence investigation of Company, the industry and Company's future business prospects. Recipient agrees to rely on its own investigation to determine whether to purchase Company and Recipient agrees to release and/or hold BMI, its agents and employees harmless against any action, claims, demands, or damages that Recipient may have or incur by reason of the inaccuracy or incompleteness of any information provided to Recipient by BMI regarding Company.

7. Recipient acknowledges and agrees that Company retains all of its right, title, and interest, including intellectual property rights, in and to all of the Confidential Information.

B. Waiver.

It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

C. Record Keeping and Return or Destruction.

Promptly upon the written request of BMI or Company, Recipient will destroy (with such destruction confirmed in writing, email being sufficient, to BMI and Company by one of Recipient's officers), or deliver promptly to BMI, all documents provided to Recipient containing Confidential Information, without retaining any copy thereof. In the event of such a request, all notes will also be destroyed (with such destruction confirmed in writing, email being sufficient, to BMI and Company by one of Recipient's officers) or, if such destruction is not possible or consistent with legal requirements, regulatory policies or company policy and

practice, held by Recipient subject to this Agreement. Notwithstanding the return or destruction of any Confidential Information or the notes, Recipient will continue to be bound by the obligation of confidentiality and other obligations hereunder. Notwithstanding the foregoing requirements requiring destruction or return of the Confidential Information, Recipient may retain an archival copy of the Confidential Information to the extent such retention is required to demonstrate compliance with applicable laws, rules or regulations, or to comply with a document retention policy, or may retain Confidential Information to the extent it is "backed up" on the Recipient's electronic information management or communications systems or servers, subject to the other terms hereof.

D. Remedies for Breach.

Recipient acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by Recipient or its Representatives. Therefore, in addition to all other remedies available at law, BMI and Company shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

E. Governing Law: Entire Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws provisions of that or any other jurisdiction. By execution of this Agreement, Recipient submits to the personal jurisdiction of all federal and state courts in such jurisdiction solely for the purpose of any proceeding to interpret or enforce this Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter herein, and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

F. Agent for Company

Recipient acknowledges and understands that BMI serves as broker, advisor and Agent for Company. Recipient understands that BMI does not work for Recipient and does not serve as Recipient's broker or agent. Recipient is advised to seek its own independent legal, tax, accounting, valuation and other professional advice prior to making a purchase decision. Recipient agrees not to contact Company regarding the Permitted Purpose and that all negotiations, inquiries, investigations, offers to purchase, and/or letters of intent must be made through BMI unless otherwise directed by BMI or the Company.

G. Amendment or Modification: Assignment.

No amendment or modification of this Agreement shall be effective unless made or agreed in writing and signed by both Parties. Any assignment of rights or obligations under this Agreement by Recipient without the express prior written consent of BMI shall be void.

H. Notices

Except where email is otherwise specifically authorized, any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

I. Severability.

If any provision of this Agreement is held to be illegal, void or unenforceable, such action shall have no effect on the enforceability of any other provision of this Agreement.

J. Term

This Agreement and all of the terms, conditions and provisions hereof will terminate in their entirety upon the date that is Two (2) years from the date of this Agreement, except that protection for Confidential Information which is identified by Company as a trade secret will not terminate until such time as trade secret protection ceases.

K. Non-Solicitation

In consideration of Confidential Information being furnished to you, you agree that, without the prior written consent of the Company, for a period of one(1) year from the date hereof you will not, directly or indirectly, solicit any employee of the Company who you come in direct contact with or learn of in the process of evaluating the company. However, this Agreement shall not prohibit Recipient from hiring (a) former employees of Company who, whether voluntarily or involuntarily, are no longer employed by Company; or (b) those who respond to general recruiting activities, such as advertisements in publications or on web sites for general circulation in the ordinary course of business and consistent with past practice. The Company is an express third-party beneficiary of this provision and may enforce or bring action for breach hereof in its own name.

L. Third Party Beneficiary: Company is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which will constitute your agreement to comply with all of its terms and conditions. This Agreement may be signed in any number of counterparts and/or by an electronic or a facsimile signature with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

Business Markets, Inc. t/d/b/a BMI Mergers and Acquisitions

By:



Managing Director

Recipient

By:

Date:

Recipient Signature

Printed Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____