

NON-DISCLOSURE AGREEMENT

Boca Mobile Health Services (Party A) and _____ (Party B) enter into this Agreement on the ___ day of _____, 20__ (“Effective Date”).

1. Definition & Disclosure of Confidential Information

Both Parties may share proprietary and confidential information (“Confidential Information”), including but not limited to business plans, financial data, processes, intellectual property, customer information, technical documents, and other sensitive materials.

Confidential Information must be clearly identified as confidential either by markings (for written materials) or by verbal/email notice (for oral or unmarked disclosures).

2. Obligations of the Recipient

Upon receiving Confidential Information, the Recipient agrees to:

- Protect and not disclose the information to any third party without prior written consent.
- Use at least reasonable care to prevent unauthorized disclosure.
- Inform its employees or agents of the confidential nature and ensure they comply.
- Notify the disclosing Party immediately of any unauthorized disclosure or legal request (subpoena, court order) requiring disclosure.

3. Exceptions to Confidentiality

Confidential Information does *not* include information that:

- Was already known to the Recipient without obligation of confidentiality;
- Becomes public through no wrongful act of the Recipient;
- Is independently developed without reference to the Confidential Information;
- Is approved for release in writing by the disclosing Party;
- Must be disclosed by legal requirement (court order, government request).

4. Public Announcements (IMPORTANT)

Neither Party may publicly announce or disclose the existence or terms of this Agreement **without prior written approval** from the other Party.

Party B's (Patient) Signature _____

Date _____

Print Name _____