

Healthcare Preference Group

MUTUAL NON-DISCLOSURE AGREEMENT

In order to induce the parties hereto to disclose certain Confidential Information (as described below) and to protect such Confidential Information, the party identified below ("Company") and Healthcare Preference Group, Inc., ("HPG") hereby agree as follows: The Company and HPG are sometimes referred to herein separately as a "party" and together as the "parties." The party disclosing Confidential Information is sometimes referred to herein as the "Disclosing Party" and the party in receipt of such Confidential Information is sometimes referred to herein as the "Receiving Party." Each party understands that the other party has disclosed or may disclose certain Confidential Information.

For purposes of this Agreement, "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing or orally (including without limitation, information regarding financial position, financial statements, tax returns, products, designs, product development or marketing plans, product prices or pricing plans, cost data, customers, notes, analyses, compilations, studies, interpretations or other documents, prototypes, samples, plant and equipment, computer programs, names and expertise of employees and consultants, know-how, research, products, software, services, development, inventions, ideas, processes, designs, drawings, engineering, marketing, customers, finances, advertising platform, website design, backend design, desktop client, distribution channel plans and proposed implementations), which, (i) if conveyed in written or other tangible form, is designated as "confidential," "proprietary" or the like, (ii) if disclosed in other than tangible form, is designated as confidential or proprietary by the Disclosing Party within thirty (30) days of the initial disclosure or (iii) is or should be reasonably understood to be confidential or proprietary to the Disclosing Party. In addition, this Agreement and its existence shall be considered Confidential Information for purposes of this Agreement.

In consideration of the parties' discussions and any access the Receiving Party may have to Confidential Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. Use of Confidential Information. The Receiving Party agrees:

(a) to hold the Disclosing Party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials),

(b) to not divulge any such Confidential Information or any information derived therefrom to any third person (except consultants, subject to the conditions stated below),

(c) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally whether to enter into the currently contemplated agreement with the Disclosing Party, and

(d) not to copy or reverse engineer any such Confidential Information.

Any employee or consultant given access to any such Confidential Information must have a legitimate “need to know” such information for the purposes of evaluating internally whether to enter into the currently contemplated agreement with the Disclosing Party and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (a), (b), (c) and (d) shall not apply to any information that the Receiving Party can document:

1) is (or through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or

2) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, and which was not acquired directly or indirectly from the Disclosing Party or

3) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information.

The Receiving Party shall be responsible for any breaches of this Agreement by any such employee or consultant as if such breaches were breaches by the Receiving Party. If the Receiving Party becomes aware of any theft, destruction or unauthorized disclosure of the Confidential Information, the Receiving Party will promptly notify the Disclosing Party of such event. The Receiving Party shall only make such copies of the Confidential Information as are necessary and shall mark “confidential” any documents containing or reflecting any of the Confidential Information. The Receiving Party may make disclosures required by court order, provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. No Warranty. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION THAT MAY BE PROVIDED HEREUNDER. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS.”

3. Confidentiality Period. This Agreement and Receiving Party’s duty to hold Disclosing Party’s Confidential Information in confidence shall expire three (3) years from the date of this Agreement.

4. Return of Confidential Information. Immediately upon (i) the decision by either party not to enter into the agreement contemplated by this agreement, or (ii) a

request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party), the Receiving Party shall cease using the Confidential Information and will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

5. Disclosure. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated between the parties.

6. Ownership and Other Rights.

(a) Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the intended use set forth herein.

(b) The Disclosing Party retains all right, title and interest in and to the Confidential Information and any intellectual property rights or other rights related thereto. No license under any trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of the Confidential Information of this Agreement.

(c) Nothing in this Agreement deprives the Receiving Party of the ownership rights to any information that is not Confidential Information, including, without limitation, the rights to disclose, use, transfer or license such information.

7. HPG. Company recognizes that HPG has a number of well-established technology product applications, ideas and underlying technologies relating to Digital Publishing Platforms, Mobile App Wireframes and related software (“HPG Technologies”). Accordingly, Company recognizes that Company disclosures may be related to the HPG Technologies. Company agrees that no submission by Company to HPG of information including HPG Technologies in any form is made in confidence, and no submission by Company to HPG of HPG Technologies in any form constitutes Confidential Information of Company. Company represents and warrants that it has the right to disclose any such ideas to HPG and that any such disclosure does not violate the rights of any third party.

8. Other Business Activities.

(a) This Agreement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products. This Agreement does not create any agency or partnership relationship. This Agreement does not require the Disclosing Party to make any payment of any kind to the Receiving Party, nor does it bind the Disclosing Party to enter into any further agreement or arrangement with the Receiving Party.

(b) Nothing contained in this Agreement shall be construed as implying any commitment or agreement by either party to make any investment in the other party or

in any business of the other party or to enter into any other business arrangement of any nature whatsoever with the other party.

(c) Nothing in this Agreement will be construed as a representation or warranty in any manner to affect or limit the Receiving Party's present and future business activities of any nature, including business activities which could be competitive with the Disclosing Party. The Company acknowledges that HPG is currently discussing transactions similar to the agreement contemplated by this agreement with other parties, including competitors of the Company.

(d) Nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques contemplated by or embodied in the Confidential Information; provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

9. Miscellaneous. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. The California state courts in the County of Los Angeles shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and both parties hereby consent to the jurisdiction of such courts. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

The parties have executed this Agreement as of the ____ day of _____, 2021..

Healthcare Preference Group, Inc.

By:

Name: Kenton Gray

Title: President

COMPANY: _____

By:

Name: _____

Title: _____

Address: _____

Tel: _____