

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on \_\_\_\_\_, by and between:

Company/Individual:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

and

Angels Medical Consultant Inc

6825 Jimmy Carter Blvd, Suite 1570

Norcross, GA 30071

Email: angelsmedicalconsultant@gmail.com

Phone: 470-818-0089

("AMC")

The Company/Individual and AMC (collectively, the "Parties") wish to explore a business relationship and, in connection with that relationship, it may be necessary for AMC to disclose certain confidential information. Therefore, to protect such information, the Parties agree as follows:

### 1. Definition

"Confidential Information" means the identities of potential companies that may participate in a transaction or business relationship with the Company/Individual, and any and all information disclosed by AMC or AMC's Representatives, including but not limited to:

- client and facility data
- financial information and projections
- business plans and marketing materials
- operational data and proprietary strategies

Confidential Information does not include information that the Company/Individual can demonstrate:

- (i) was already in its possession at the time of disclosure;
- (ii) becomes public through no fault of the Company/Individual;
- (iii) was obtained from a third party lawfully and without obligation of confidentiality; or
- (iv) is approved in writing by AMC for disclosure.

## 2. Restrictions

The Company/Individual agrees:

- To use the Confidential Information solely for the purpose of evaluating or furthering a business relationship with AMC
- Not to circumvent AMC in any transactions or relationships related to the Confidential Information
- Not to disclose the Confidential Information to any third party, except to employees, officers, agents, or consultants who need to know the information and are bound by confidentiality obligations

## 3. Standard of Care

The Company/Individual shall protect the Confidential Information with the same degree of care it uses to protect its own confidential materials, and at minimum, shall use reasonable care.

## 4. Mandatory Disclosures

If disclosure is required by law, subpoena, or governmental request, the Company/Individual shall provide prompt written notice to AMC so AMC may seek a protective order or other remedy. If no protective order is obtained, the Company/Individual will only disclose what is legally required.

## 5. Term

This Agreement shall be effective as of the date first written above and shall remain in effect for two (2) years.

## 6. Return of Materials

Upon written request by AMC, the Company/Individual shall promptly return or destroy (where practicable) all materials provided by AMC. The Company/Individual may retain copies as required by law or internal policy.

## 7. Remedies

The Parties acknowledge that unauthorized disclosure may cause irreparable harm to AMC. Accordingly, AMC shall be entitled to seek equitable relief, including injunctions, in addition to any legal remedies.

## 8. Miscellaneous

- This Agreement binds and benefits the Parties and their respective successors and assigns
- No amendment or waiver shall be effective unless in writing and signed by both Parties
- If any provision is held unenforceable, the remainder shall remain in effect

This Agreement shall be governed by the laws of the State of Georgia, and any disputes shall be subject to the exclusive jurisdiction of the federal and state courts in Georgia.

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

Company/Individual:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Angels Medical Consultant Inc

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_