

ISUPPORTU, LLC

Non-Disclosure and Confidentiality Agreement

Effective Date: _____

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into by and between:

Disclosing Party: _____, as a _____ ("Disclosing Party")

with its principal business address located at:

Address: _____

City: _____

State/Province: _____

Country: _____

and

Receiving Party: ISUPPORTU, LLC as a Limited Liability Company ("Receiving Party") with its principal business address located at:

Address: 1066 Pacifico Lane

City: El Dorado Hills

State/Province: CA

Country: U.S.A.

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship or entering into one related to establishing a Branch Office in the State of California managed by ISUPPORTU, LLC in the United States of America (the "Transaction").

In connection with its respective evaluation or subscribing to the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information.

A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

RECEIVING PARTY DISCLOSURE

The receiving party hereby notifies the disclosing party of its scope of operations in the industries described below. The receiving party will abide by this NDA agreement under the terms described below. The receiving party is actively involved in the following industries:

1. Branch Office Management
2. Medical Billing and Coding Support Services
3. Transcription Services
4. Secure Communication Services
5. HOA and Community Services
6. Labor Employment Services

1. Confidential Information

The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which Disclosing Party shares with Receiving Party and that information that the Receiving Party shares with the Disclosing Party is referred to as confidential information. Confidential information includes:

- a) 'Accounting Information' which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.
- b) 'Business Operations' which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to Disclosing Party's daily and long-term plans for conducting Disclosing Party's business.
- c) 'Computer Technology' which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.
- d) 'Customer Information' which includes the names of entities or individuals, including their affiliates and representatives, that Disclosing Party provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.
- e) 'Intellectual Property' which includes patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, in each case whether registered or unregistered and including applications for registration, in all rights or forms anywhere in the world.
- f) 'Marketing and Sales Information' which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or

practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Disclosing Party and its products or services.

- g) 'Proprietary Rights' which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.
- h) 'Procedures and Specifications' which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by Disclosing Party for the manufacture, preparation, packaging and labelling, and sale of its products or services.
- i) 'Product Information' which includes Disclosing Party's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.
- j) 'Service Information' which means the services provided by Disclosing Party, including the method, details, means, skills and training, which consists of all data, software and documentation related thereto.
- k) 'Software Information' which means the proprietary computer programs of Disclosing Party, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.

2. **Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known (i.e., mailing lists, Internet harvesting, marketing firms, our sales representatives, etc.) and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
- b. If the information is or was received by Receiving Party from a third-party source which, to the best knowledge of the Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
- c. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;

d. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or

e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. **Obligation to Maintain Confidentiality.** With respect to Confidential Information:

a. Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;

b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;

c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party;

d. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and

e. The obligation not to disclose Confidential Information shall remain in effect until two years from the date hereof or until the Confidential Information ceases to be a trade secret, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

4. **Non-Disclosure of Transaction.** Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction.

5. **Non-Solicitation.** Receiving Party agrees not to solicit any employee or independent contractor of Disclosing Party on behalf of any other business enterprise, nor shall Receiving Party induce any employee or independent contractor associated with Disclosing Party to terminate or breach an employment, contractual or other relationship with Disclosing Party during the term of Receiving Party's relationship with Disclosing Party.

6. **Representatives.** Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

7. **Disclaimer.** There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

8. **Disputes.** "Disputes" are defined as any claim, controversy, or dispute between the disclosing and receiving parties, arising after the effective date of this NDA.

Binding Individual Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

General. You and ISUPPORTU agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ISUPPORTU. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you or ISUPPORTU agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration or suit, each party agrees to send to the other party a written Notice ("Notice"). Any Notice to ISUPPORTU should be sent by mail to ISUPPORTU, Inc., Attn: Arbitration Provision, 1066 Pacifico Lane, El Dorado Hills, CA 95762. Any Notice sent to you will be sent to the address on file for your account. The Notice must: (i) include your name and account number; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; and (iii) set forth the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. Both parties agree that they will attempt to resolve a dispute

through an informal negotiation within sixty (60) days from the date the Notice is sent. After that sixty (60) day period and not before, either party may commence arbitration. Each party agrees that state courts in the City and County of Sacramento, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

Scope of Arbitration. If we are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the [Commercial Arbitration Rules](#) for that forum, except you and ISUPPORTU will have the right to file early or summary dispositive motions and to request that the AAA's Expedited Procedures apply regardless of the claim amount. Except as set forth above, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the General Terms and/or Additional Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the AAA, the other party may, in its sole discretion, inform the AAA that it chooses to have the Dispute heard in small claims court. At that time, the AAA will close the arbitration and the Dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. Any arbitration hearing will occur in Sacramento, California, at another mutually agreeable location or, if both parties agree, by telephone or videoconference. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. ISUPPORTU values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect.

Arbitration Fees. In accordance with the AAA Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For purposes of this arbitration provision, references to you and ISUPPORTU also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

9. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party

Name: _____

Representative name: _____
Title: _____
Address: _____
Phone number: _____
Fax number: _____
Email Address: _____

Receiving Party

Name: ISUPPORTU, LLC
Representative name: Bruce G Schueller
Title: President, CEO
Address: 1066 Pacifico Lane, El Dorado Hills, CA 95762 USA
Phone number: 916-932-4176
Fax number: 916-932-4176
Email Address: Legal@IsupportU.net

10. **Termination.** This Agreement will terminate on the written agreement of the parties to terminate this Agreement.

11. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

12. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

13. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

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

Disclosing Party:

Authorized Disclosing Party

Authorized Disclosing Party

Authorized Disclosing Party Representative
Signature

Authorized Disclosing Party Representative
Full Name and Title

Receiving Party:

ISUPPORTU, LLC

Authorized Receiving Party

ISUPPORTU, LLC

Authorized Receiving Party

Authorized Receiving Party Representative
Signature

Bruce G Schueller, President

Authorized Receiving Party Representative
Full Name and Title

ISUPPORTU, LLC Sales Representative:

Signature

Printed Full Name