

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, dated _____, 2020 for reference purposes only, is entered into by TruthMD, LLC, a Delaware limited liability company (the “**Company**”), and _____ (the “**Recipient**”).

RECITALS

A. The Company and Recipient are discussing entering into a possible relationship under which Company would provide products, information and/or services to the Recipient and Recipient would be engaged to provide services to the Company and receive compensation for those services.

B. The Company has agreed to disclose confidential information concerning the Company and its business to Recipient, subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties hereto agree as follows:

1. Confidentiality Obligation; Restrictions on Use. Recipient will (a) hold the Confidential Information (as defined below) in strict confidence and not disclose the same to any other person or entity, other than those of Recipient’s Representatives (as defined below) who have agreed to hold the same in confidence; (b) restrict access to the Confidential Information to Recipient’s Representatives on a strict “need to know” basis; and (c) use the Confidential Information solely for purpose of determining its interest in becoming a vendor of the products, information and/or services of the Company and, if Recipient becomes a vendor of products, information and/or services to the Company, for the purpose of providing those products, information and/or services (the “**Purpose**”), and for no other purpose whatsoever. Recipient shall be responsible for any breach of this Agreement by any of Recipient’s Representatives. For purposes of this Agreement, “**Representatives**” means Recipient’s and the Company’s respective directors, officers, employees, agents, advisors and other representatives (including, without limitation, accountants, attorneys and financial advisors).

2. Definition of Confidential Information. For purposes of this Agreement, “**Confidential Information**” is to be broadly defined, includes information disclosed to Recipient prior to or after the date of this Agreement by any means or medium, and includes (a) all confidential information of the Company that has or could have commercial value or other utility in the business in which the Company is engaged; (b) all information of the Company that, if disclosed without authorization, could be detrimental to the interests of the Company; and (c) all information, technical or nontechnical, that derives independent economic value, actual or

potential, from not being known to the public or other persons outside the Company who can obtain economic value from its disclosure or use. Confidential Information includes, but is not limited to, financial information, business plans, marketing plans, product plans, customer needs, customer information, product designs, website designs, software systems, know-how and formulas. Confidential Information also includes all notes, memoranda, summaries, abstracts, analyses, compilations, and other writings, containing, relating to or based on other Confidential Information, whether prepared by, or at the direction of, the Recipient or its Representatives. Any Confidential Information furnished to Recipient or to any of its Representatives by a Representative of the Company shall be deemed for purposes of this Agreement to have been furnished by the Company.

3. Ownership of Confidential Information. All Confidential Information is and shall remain the sole property of the Company. Recipient will, upon request by the Company, promptly return to the Company or destroy all copies of the Confidential Information, including all notes, memoranda, summaries, abstracts, analyses, compilations, and other writings, containing, relating to or based on other Confidential Information, whether prepared by, or at the direction of, the Recipient or its Representatives, and certify in writing to the Company that such return or destruction, as the case may be, has occurred.

4. Exceptions to Confidentiality Obligations. The obligations imposed by Section 1 above shall not apply to Confidential Information if such Confidential Information:

(a) has been, is now, or later becomes publicly available through no fault of Recipient or any person or entity that has obtained access to the Confidential Information through Recipient;

(b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by the Company or applicable law;

(c) has been, is now, or later is furnished to third parties generally by the Company, if such disclosure is, or has been, made to third parties generally without similar restriction, duty or limitation of use; or

(d) has been or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records.

If only a portion of the Confidential Information falls under one of the above Subsections 4(a) through 4(d), then only that portion shall be excluded from the obligations imposed by Section 1.

5. Legal Action Requiring Disclosure. If Recipient is confronted with legal action to disclose Confidential Information, Recipient will promptly notify the Company and reasonably assist the Company in obtaining a protective order barring such disclosure, or requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order, or for such other purposes as required by law.

6. Non-circumvention; Survival. Recipient further agrees that neither Recipient, nor its Representatives, shall take any action directly or indirectly to circumvent this Agreement and /or the terms hereof in an effort to gain remuneration or consideration for its (or their) own benefit. This Agreement shall continue to bind Recipient regardless of the outcome of any transaction or settlement between the parties.

7. Attorneys' Fees. In the event that any litigation is commenced concerning this Agreement or the rights or obligations of any party with respect hereto, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and costs of suit in such litigation in addition to whatever other remedies such party is entitled.

8. Amendment. No amendment or addition to, or modification or waiver of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the party sought to be bound by such amendment, addition, modification or waiver.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. Injunctive Relief. Recipient acknowledges that irreparable harm may result to the Company by the breach of this Agreement by Recipient, which damages may not be adequately compensable monetarily and, as a result, Recipient agrees that injunctive relief may be obtained by the Company in the event of the breach or threatened breach by Recipient of any of the obligations imposed upon it by this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or email, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Confidentiality Agreement.

“COMPANY”

“RECIPIENT”

TruthMD, LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please type or print)

Name: _____
(Please type or print)

Title: _____
(Please type or print)