



## Non-Disclosure Agreement (NDA)

### 1. Purpose

This Non-Disclosure Agreement (“Agreement”) is entered into between Rise & Shine ABA (“Company”) and the undersigned employee or contractor (“Recipient”) to protect confidential and sensitive information related to clients, families, operations, and business practices.

### 2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

- Client names, contact information, and identifying details
- Client treatment plans, diagnoses, and medical/behavioral records
- Business practices, policies, and financial information
- Training materials, forms, and intellectual property developed by Rise & Shine ABA
- Any other non-public information shared in the course of employment or contract

Confidential Information may be written, verbal, digital, or recorded in any form.

### 3. Obligations of Recipient

The Recipient agrees to:

- Maintain strict confidentiality of all Confidential Information.
- Use Confidential Information only for the purpose of providing services for Rise & Shine ABA.
- Not disclose Confidential Information to any third party without written authorization from the Company.
- Store and transmit Confidential Information securely in compliance with HIPAA and company policies.
- Immediately report any suspected breach or unauthorized disclosure to the Company.

### 4. Exclusions

This Agreement does not apply to information that:

- Was lawfully in the Recipient’s possession before disclosure.
- Becomes publicly available without fault of the Recipient.
- Is required by law, court order, or a government agency (with prior notice to the Company when legally permissible).



## 5. Term & Survival

- This Agreement remains in effect during employment/contract and continues indefinitely after termination.
- The obligation to maintain confidentiality survives the end of employment or contract with Rise & Shine ABA.

## 6. Enforcement

- Any breach of this Agreement may result in disciplinary action, termination, and/or legal action.
- Rise & Shine ABA reserves the right to seek injunctive relief and damages for violations.

## 7. Acknowledgment & Signature

By signing below, I acknowledge that I have read, understood, and agree to comply with this Non-Disclosure Agreement.

Full Name (Print): \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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