

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: _____