

Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Freedomcare Management Services, LLC. Freedomcare Management Services, LLC. is a marketing representative for Freedomcare Benefits, LLC., an authorized representative of Freedomcare Insurance Company, Inc., a Sponsored Captive Insurance Company under the authority provided by SDCL Chapter 58-46. And related companies that constitute an insurance facility known as a Self-Directed Insurance Trust, these companies shall be referred to collectively as Freedomcare ("Disclosing Party") and _____ ("Receiving Party") (collectively known as the "Parties") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

WHEREAS, The Parties agree to enter into a business relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

NOW, THEREFORE, it is hereby mutually agreed by the Parties as follows:

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Any Confidential Information transmitted orally, and stated as such at time of transmission shall be deemed Confidential Information. Confidential information to include:
 - a. Freedomcare marketing materials; including but not limited to, audio/video recordings, instructional videos, flyers, brochures, and spread sheets;
 - b. Freedomcare websites, including but not limited to; webinars, seminars, and conference calls;
 - c. Freedomcare's creation and implementation of a Self-Directed Insurance Trust (SDIT);
 - d. SDIT structure, implementation, and creation; including but not limited to; stop loss policies, self-insured retention rates, and contractual liabilities policies.

- 2. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall reasonably restrict access to Confidential Information to employees, contractors, and third parties not necessary to pursue the benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- 3. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no

longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

4. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
5. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
6. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
7. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

WHEREFORE, This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party: Freedomcare Receiving Party: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Dated: _____ Dated: _____