

**CLAIMCHOICE ADMINISTRATORS
MUTUAL NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made effective as of May 8th, 2018 (the “**Effective Date**”), by and between ClaimChoice, LLC (the “**Owner**”), of 10405 Kingston Avenue, Huntington Woods, Michigan 48070, and _____ (the “**Recipient**”), of _____.

Sales & Marketing

ClaimChoice has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between ClaimChoice and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term “Confidential Information” means any information or material which is proprietary to ClaimChoice, whether or not owned or developed by ClaimChoice, which is not generally known other than by ClaimChoice, and which the Recipient may obtain through any direct or indirect contact with ClaimChoice. Regardless of whether specifically identified as confidential property, Confidential Information shall include any information provided by ClaimChoice concerning the business, technology and information of ClaimChoice and any third party with which ClaimChoice deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, vendor partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. “Confidential Information” does not include:

- matters of public knowledge that result from disclosure by ClaimChoice;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of ClaimChoice;

and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by ClaimChoice by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of ClaimChoice which provides ClaimChoice with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential information to any person or entity, outside a sales prospect or current client, without the prior written consent of ClaimChoice.

Initials _____ 

B. No Copying/Modifying. The recipient will not copy or modify any Confidential Information without the prior written consent of ClaimChoice.

C. Unauthorized Use. The Recipient shall promptly advise ClaimChoice if the Recipient becomes aware of any possible unauthorized use of the Confidential Information.

D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those who are required to have the Confidential Information in order to perform their job duties in connection with the limited purpose of this agreement. Any permitted employee working for the Recipient will fall under the confidentiality of this agreement.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION – INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, ClaimChoice shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. ClaimChoice shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of one (1) year after the end of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by ClaimChoice to the Recipient for the purpose of circumventing, the result of which shall be to prevent ClaimChoice from realizing or recognizing profit, fees, or otherwise, without the specific written approval of ClaimChoice. If such circumvention shall occur ClaimChoice shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of ClaimChoice, the Recipient shall return to ClaimChoice all written materials containing the Confidential Information. The Recipient shall also deliver to ClaimChoice written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an “AS IS” basis. CLAIMCHOICE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. ClaimChoice does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between ClaimChoice and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of ClaimChoice, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

Initials _____ 

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney’s fees, costs and expenses resulting from the indemnifying party’s material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY’S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

XI. TERM. The obligations of this Agreement shall survive three (3) years from the Effective Date or until ClaimChoice sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional one (1) year.

XII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Michigan. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provisions of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XII. SIGNATORIES. This Agreement shall be executed by ClaimChoice and _____ and delivered in the manner prescribed by law as of the date first written above.

By:
ClaimChoice
Philip Burghardt
President

By:
Company Name: _____
Name: _____
Title: _____

Signature

Signature

