



THE LIFEGUARD GROUP

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of _____/_____/_____ and is by and between: THE LIFEGUARD GROUP of 111 Higgins Ave N, Suite 430, Missoula, MT 59802.
and

with a mailing address of _____ .

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

- 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 The LifeGuard Group is engaged. The specifics of the LifeHouse property, including location, shall not be revealed in writing or any other transmission.
- 2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by The LifeGuard Group; (c) learned by the Receiving Party through legitimate means other than from The LifeGuard Group or it's representatives; or (d) is disclosed by Receiving Party with The LifeGuard Group's prior written approval.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of The LifeGuard Group and the future residents of the LifeHouse property. Receiving Party shall not, without the prior written approval of The LifeGuard Group, use, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of The LifeGuard Group, any Confidential Information. Receiving Party shall return to The LifeGuard Group any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information. Posting photos from the location of LifeHouse is strictly prohibited. Photos contain metadata that could give information about the location of the LifeHouse property and put residents and staff at risk.
- 4. 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 The LifeGuard Group sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

_____ (Signature)

_____ (Printed Name)