

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT, dated _____ (this "Agreement"), is by and between Wellspring Therapy Suites NYC, Inc., a State of Delaware Incorporate Company ("Company") and _____ ("Recipient"); and collectively referenced as the "Parties".

WHEREAS, the Recipient is considering potentially investing in the Company, or representing another Party who is considering investing in the Company and will be provided by the Company with confidential information relating to the Company that must not be shared by the Recipient with any other third parties without the express written permission of the Company; and

WHEREAS, the Recipient is considering potentially investing in the Company, or representing another Party who is considering investing in the Company and may provide confidential information to the Company that must not be shared by the Company with any other third parties without the express written permission of the Recipient; and

WHEREAS, the Parties wish to set forth their rights and obligations with respect to the use, dissemination and protection of each other's Confidential Information;

NOW THEREFORE, the Parties hereby agree as follows:

1. For purposes of this Non-Disclosure Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, business plans, investment terms, financial, technical, developmental, marketing, sales, operating, performance, cost, know-how, business methods, and process information, disclosed to the other Party. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
2. All Confidential Information disclosed by either of the Parties will be used solely for the purpose intended and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care.
3. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written non-disclosure agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Non-Disclosure Agreement.
4. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
5. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party.

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6. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.
8. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.
9. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the Delaware.
10. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Wellspring Therapy Suites NYC, Inc.

Recipient

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Representing: _____
(if applicable)

Date: _____

Date: _____