

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this ____ day of _____ 20____

Jean Pollack - Innovative Counseling Services Inc.

(the "Information Provider")

of _____

(the "Recipient")

1. BACKGROUND:

1. The Information Provider and the Recipient desire to enter into a confidentiality agreement for the following reasons (the "Permitted Purpose"): Information shared in sessions can not be shared on social media websites, facebook, twitter or instagram or any other social media platforms or reported to third parties.
2. In connection with the Permitted Purpose, the Recipient will receive certain confidential information (the "Confidential Information").

IN CONSIDERATION OF and as a condition of the Information Provider providing the Confidential Information to the Recipient in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. CONFIDENTIAL INFORMATION

1. All written and oral information and materials disclosed or provided by the Information Provider to the Recipient under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Recipient.
2. "Confidential Information" means all data and information relating to the product or products of the Information Provider as well as all data and information relating to the Information Provider, including but not limited to, the following:
 1. "Customer Information" which includes names of customers of the Information Provider, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Information Provider;

2. "Intellectual Property" which includes information relating to the Information Provider's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
3. "Marketing and Development Information" which includes marketing and development plans of the Information Provider, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Information Provider which have been or are being discussed;
4. "Business Operations" which includes internal personnel and financial information of the Information Provider, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Information Provider, and the manner and methods of conducting the Information Provider's business;
5. "Product Information" which includes all specifications for products of the Information Provider as well as work product resulting from or related to work or projects of the Information Provider, of any type or form in any stage of actual or anticipated research and development;
6. "Production Processes" which includes processes used in the creation, production and manufacturing of the work product of the Information Provider, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
7. "Service Information" which includes all data and information relating to the services provided by the Information Provider, including but not limited to, plans, schedules, manpower, inspection, and training information;
8. "Proprietary Computer Code" which includes all sets of statements, instructions or programs of the Information Provider, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ("Computer Programs"); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
9. "Computer Technology" which includes all scientific and technical information or material of the Information Provider, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

10. "Accounting Information" which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Information Provider; and
 11. Confidential Information will also include any information that has been disclosed by a third party to the Information Provider and is protected by a non-disclosure agreement entered into between the third party and the Information Provider.
3. Confidential Information will not include the following information:
1. Information that is generally known in the industry of the Information Provider;
 2. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
 3. Information rightly in the possession of the Recipient prior to receiving the Confidential Information from the Information Provider;
 4. Information that is independently created by the Recipient without direct or indirect use of the Confidential Information; or
 5. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

4. **CONFIDENTIAL OBLIGATIONS**

4. Except as otherwise provided in this Agreement, the Recipient must keep the Confidential Information confidential.
5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Information Provider and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider or any associated affiliates or subsidiaries.
6. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
7. The Recipient may disclose any of the Confidential Information:
 1. to such employees, agents, representatives and advisors of the Recipient that have a need to

know for the Permitted Purpose provided that:

1. the Recipient has informed such personnel of the confidential nature of the Confidential Information;
 2. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Recipient; this includes no sharing of confidential information that takes place in session on any social media or other public formats including facebook, instagram, twitter, or linkedin, etc.
 3. the Recipient agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 4. the Recipient agrees to be responsible for and indemnify the Information Provider for any breach of this Agreement by their personnel.
2. to a third party where the Information Provider has consented in writing to such disclosure; an
 3. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
8. The Recipient agrees to retain all Confidential Information at their usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information may not be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.
12. The Recipient agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to them at law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Inform

13. RETURN OF CONFIDENTIAL INFORMATION

The Recipient will keep track of all Confidential Information provided to them and the location of such information. The Information Provider may at any time request the return of all Confidential Information from the Recipient. Upon the request of the Information Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Recipient will:

14. NOTICES

14. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Information Provider prompt written notice of such request so the Information Provider may seek an appropriate remedy or alternatively to waive the Recipient's compliance with the provisions of this Agreement in regards to the request.

15. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

16. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

17. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

1. Jean Pollack
228 Broadway St. Hanover, PA 17331

2. _____

18. REPRESENTATIONS

18. In providing the Confidential Information, the Information Provider makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

19. TERMINATION

IN WITNESS WHEREOF Jean Pollack and _____ have duly affixed their signatures under hand and seal on this ____ day of _____, 20__.

Jean Pollack
