

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “Agreement”) dated this \_\_\_\_\_\_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Diet Doc Metrowest/Bonnie Morrissey (the “Seller”), and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Purchaser”).

**BACKGROUND:**

1. The Seller and the Purchaser are completing a transaction with respect to proprietary information about my Diet Doc Metrowest coaching methods.
2. In connection with the transaction, the Purchaser will receive certain confidential information.

**IN CONSIDERATION OF** and as a condition of the Seller providing the Confidential Information to the Purchaser 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. All written and oral information and materials disclosed or provided by the Seller to the Purchaser under this Agreement constitute Confidential Information regardless of how such information was provided to the Purchaser.
2. Under no circumstances will the Seller’s written materials be reprinted in any form for distribution or sale in any capacity by the Purchaser.

**Confidential InformationN will not include the following information:**

1. Information that is generally known in the industry of the Seller;
2. Information that is now generally available to the public;
3. Information rightly in the possession of the Purchaser prior to receiving the Confidential Information from the Seller.

**CONFIDENTIAL OBLIGATIONS**

1. The Purchaser must keep the Confidential Information provided by the Seller confidential.
2. The Confidential Information will remain the exclusive property of the Seller and will only be used by the Purchaser for the Permitted Purpose. The Purchaser will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Seller.
3. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Purchaser in this Agreement will last indefinitely.

**Signature of the Purchaser:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_