

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into on this _____ day of _____ 2023 (the "Effective Date"), by and between:



Recipient:

Name:

Organization/Business:

Address:

VetMentors, LLC:

Address: 21201 S. Elsner Rd., #133, Frankfort, IL 60423

Collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, VetMentors, LLC is engaged in the business of providing mentorship and advisory services in the real estate industry;

WHEREAS, the Recipient has expressed an interest in collaborating and forming a dynamic team with VetMentors, LLC and its related professionals;

WHEREAS, in the course of discussions and meetings between the Parties, it may be necessary to disclose certain confidential and proprietary information for the purpose of building a collaborative relationship;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

The term "Confidential Information" shall mean any and all information, whether oral, written, or in any other form, relating to the business, operations, clients, projects, strategies, or any other information that is disclosed by VetMentors, LLC to the Recipient, or vice versa, during the course of the collaboration, and which is designated as confidential or the circumstances surrounding the disclosure would indicate that it is confidential.

2. Non-Disclosure Obligations

The Recipient agrees to maintain the confidentiality of the Confidential Information and shall not, without the prior written consent of VetMentors, LLC, disclose, copy, reproduce, or use such Confidential Information for any purpose other than the collaboration intended between the Parties. The Recipient further agrees to exercise at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

3. Permitted Disclosures

Notwithstanding the above, the Recipient may disclose Confidential Information to its employees, agents, or contractors who have a need to know such information for the purpose of the collaboration, provided that such employees, agents, or contractors are bound by confidentiality obligations at least as stringent as those set forth in this Agreement.

4. Exclusions

The obligations of confidentiality set forth in this Agreement shall not apply to any information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was lawfully in the Recipient's possession prior to disclosure by VetMentors, LLC; (c) is rightfully received by the Recipient from a third party without any duty of confidentiality; or (d) is independently developed by the Recipient without use of or reference to the Confidential Information.

5. Return of Confidential Information

Upon termination or expiration of the collaboration between the Parties, the Recipient shall promptly return or destroy all Confidential Information received from VetMentors, LLC, including any copies, notes, or other materials containing or reflecting such Confidential Information.

6. Remedies

The Parties acknowledge and agree that a breach or threatened breach of this Agreement may cause irreparable harm to the disclosing Party and that monetary damages may be inadequate to compensate for such harm. Therefore, in the event of a breach or threatened breach of this Agreement, the disclosing Party may seek injunctive or other equitable relief without the need to post a bond or prove actual damages.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which VetMentors, LLC is located. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement as of the Effective Date.

Recipient:

[Recipient's Full Name]

VetMentors, LLC:

Yvette Jones - Swanson, M.A..

Title: CEO Consultant

