

## MUTUAL NON-DISCLOSURE AGREEMENT

**THIS MUTUAL NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is made effective as of the date of the last party’s signature below (the “**Effective Date**”), and is entered into by and between Galion City Health Department, 113 Harding Way East Galion, Ohio 44833 a nonprofit organization, on behalf of itself, its subsidiaries and Affiliates as defined below and **Q Care Plus, INC**, a Texas incorporation, having an address at 1800 2<sup>nd</sup> St., STE 735, Sarsota, FL 34236, on behalf of itself, its subsidiaries and Affiliates. “Affiliates” as defined in this Agreement shall be any entity or individual that controls, is controlled by, or is under common control with a party to this Agreement.

**WHEREAS**, the parties are interested in discussing a possible business opportunity, and in connection with these discussions each party may disclose to the other party certain proprietary and confidential information for the sole purpose of permitting the other party to evaluate its interest in such business opportunity (the “**Purpose**”); and

**WHEREAS**, neither party is willing to proceed with these discussions unless they have an agreement governing the disclosure of this confidential information and restricting further disclosure thereof.

**THEREFORE**, in reliance upon and in consideration of the above and the following undertakings, the parties agree as follows:

**1.** Subject to the exceptions set forth in Section 2, as used herein, the term “**Confidential Information**” of a party shall mean any and all trade secrets, technical and non-technical information, whatever the form or medium (whether written, oral, graphic, electronic or otherwise), that relates to the current or anticipated products, technology, operations, services, finances, and/or business of such party and that is disclosed by or on behalf of such party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) or to an agent of the Receiving Party. If Confidential Information is disclosed by the Disclosing Party in tangible form, it shall be conspicuously marked as being confidential, or, if disclosed by the Disclosing Party orally or visually, it shall be identified as confidential at the time of disclosure; provided, however, that any information provided by the Disclosing Party that, by its nature and content, would be readily recognized by a reasonable person to be confidential shall be deemed to be Confidential Information hereunder, even if not so marked or identified. Confidential Information shall also include, subject to Section 2, (a) any information that relates to the current or anticipated products, technology, operations, services, finances, and/or business of a party that is obtained through observation or examination of employees, demonstrations, facilities, equipment, materials, customers, suppliers, or the like; (b) the fact that discussions between the parties are taking place, have occurred, or will occur, and the substance of such discussions; and (c) the terms of this Agreement.

**2.** Confidential Information shall exclude information that: (a) is publicly known at the time of disclosure; (b) hereafter becomes publicly known through no act or failure to act on the part of the Receiving Party; (c) is already known by the Receiving Party free of any obligation of confidence at the time of disclosure to the Receiving Party; (d) is hereafter disclosed to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (e) is developed independently by or for the Receiving Party without use of or access to the Disclosing Party’s Confidential Information. For clarity, Confidential Information shall not be deemed to be in the public domain merely because any part of such information is embodied in general disclosures or because individual features, component, or combinations thereof are now, or become, known to the public.

**3.** Each party agrees that it will hold in strict confidence and not publish, disseminate, or otherwise disclose to any third party any Confidential Information disclosed to it without the written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential

Information solely to those officers, directors, employees, consultants, or agents (“**Representatives**”) with a need to know such Confidential Information in order to accomplish the Purpose, and only after such Representatives have been advised of the confidential nature of such information and are bound by obligations of confidentiality with respect to such Confidential Information that are substantially similar to the terms of this Agreement. The Receiving Party shall be liable for any failure of any of its Representatives to (a) maintain the confidentiality of the Confidential Information, or (b) otherwise comply with the terms of this Agreement to the same extent as the Receiving Party is obligated to do so.

4. In protecting from disclosure and keeping confidential the Confidential Information of the Disclosing Party, the Receiving Party shall use at least the same efforts that the Receiving Party employs to protect its own confidential information, but in any event not less than reasonable efforts.

5. Notwithstanding any other provision of this Agreement, the Receiving Party’s disclosure of Confidential Information shall not be prohibited if, and to the extent, that such disclosure: (a) is in response to a valid order of a court or other governmental body or (b) is otherwise required by applicable law or regulation, provided in either case that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek a protective order or other confidential treatment of such Confidential Information.

6. Each party shall use the Confidential Information disclosed to it by the other only to the extent required to accomplish the Purpose and for no other purpose.

7. Each party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed by the other party pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue based on such Confidential Information.

8. All Confidential Information, all copies thereof, and any material that embodies or incorporates such Confidential Information, shall at all times remain the property of the Disclosing Party. At the request of the Disclosing Party at any time, the Receiving Party shall promptly return to the Disclosing Party any and all documents and materials containing and/or representing Confidential Information of the Disclosing Party, including any and all extracts, summaries or abstracts thereof, and any and all copies of any of the foregoing (or, in lieu thereof, the Receiving Party may destroy such material and provide to the Disclosing Party a certificate of destruction). Notwithstanding the foregoing, the Receiving Party may retain one copy of the Confidential Information of the Disclosing Party in its confidential legal files solely for the purpose of monitoring compliance with the terms of this Agreement.

9. Neither party will assign or transfer any rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Each party’s rights and obligations under this Agreement will bind and inure to the benefit of its respective successors and/or permitted assigns.

10. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

11. This Agreement shall commence upon the Effective Date and continue in effect for a period of three (3) years, unless earlier terminated as set forth herein. Either party may terminate this Agreement, with or without cause, at any time, effective upon thirty (30) days prior written notice. Notwithstanding any such termination, the Receiving Party’s non-use and non-disclosure obligations hereunder shall continue for so long as any trade secrets disclosed by the Disclosing Party are protected under applicable

law, or for a period of three (3) years following expiration or termination of this Agreement, whichever is later.

**12.** This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter, and supersedes and cancels all prior and contemporaneous representations, understandings, agreements and discussions between the parties relating to the subject matter of this Agreement. Nothing herein said or written in connection with the disclosure of Confidential Information constitutes a promise or undertaking to enter into further agreements. Neither party makes any warranties regarding the accuracy or completeness of any Confidential Information that may be disclosed to the other party hereunder. In addition, neither party undertakes an obligation to disclose any particular information to the other party. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

**13.** The Receiving Party agrees and covenants that it will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Disclosing Party's products or services, and existing and prospective customers, suppliers, investors and other associated third parties, or make any maliciously false statements about the Disclosing Party's employees, officers, or directors. This Section does not, in any way, restrict or impede an individual from exercising his/her protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order.

**14.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Each party acknowledges that its breach of this Agreement may cause irreparable harm and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

**15.** Any notices or communications to be given pursuant to this Agreement will be made to the addresses set forth on the signature page below, or to such other persons as are specified from time to time in writing. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given when delivered by electronic mail to the proper address AND is sent by one or more of the following methods: (i) upon personal delivery to the party to be notified with signed verification of receipt; (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**16.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Copies of original signature pages sent by facsimile and/or PDF shall have the same effect as signature pages containing original signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

**Q CARE PLUS, INC**

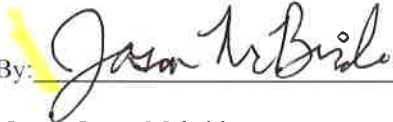
**GALION CITY HEALTH DEPARTMENT**

By: \_\_\_\_\_

Name: Lee Horner

Title: Chief Growth Officer

Date:

By:  \_\_\_\_\_

Name: Jason McBride

Title: Health Commissioner

Date:

**Notice Addresses:**

If to Q Care, Inc:

1800 2<sup>nd</sup> St., STE 735  
Sarsota, FL 34236  
Attn: Lee Horner

If to Galion City Health Department:

113 Harding Way East  
Galion, Ohio 44833  
Attn: Jason McBride  
Email: [jason.mcbride@galionhealth.org](mailto:jason.mcbride@galionhealth.org)