

STUDENT NON-DISCLOSURE AGREEMENT (NDA)

I. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the "Agreement",

created on the ____ day of _____, 20____ is by and between

_____, hereinafter known as "NEHC", and

_____, hereinafter known as "Student", and collectively known as the "Parties".

The term "NEHC" refers to the legal entity New Earth Healing Center LLC and subsidiary NEHC Academy operating within the State of Michigan. Any Trainer certified by NEHC Academy may act as a legal proxy in the signing of this Agreement.

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information. The Parties agree as follows:

II. TYPE OF AGREEMENT.

This Agreement shall be Unilateral, whereas, NEHC shall have sole ownership of the Confidential Information with Student being prohibited from disclosing confidential and proprietary information that is to be released by NEHC.

III. RELATIONSHIP. The NEHC's relationship to Student can be described as Trainer to Student and Party B's relationship to Party A can be described as Student to Trainer.

IV. DEFINITION. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- (a) information generally available to the public; and
- (b) information independently developed without the use of any of the provided Confidential Information.

V. OBLIGATIONS. The obligations of the Student shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Student that is responsible. The Student shall, without the written approval of NEHC, publish, copy, or use the Confidential Information for their sole benefit. If requested, the Student shall be bound to return any and all materials to NEHC within 14 days.

VI. TIME PERIOD. The bounded Student’s duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Student from this Agreement.

VII. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

VIII. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

IX. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

X. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

Student Signature _____ **Date** _____

Print Name _____

NEHC Signature _____ **Date** _____

Print Name _____