

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement"), dated as of _____, 2023 is by and between _____, a _____, located at _____ ("Consultant"), and START Treatment & Recovery Centers, a New York not-for-profit corporation, located at 937 Fulton Street, Brooklyn, NY 11238 ("START"). START and Consultant are referred to herein collectively as the "Parties" and each individually as a "Party." The term "will" is defined herein to mean "is/are required to".

WHEREAS, the Parties are contemplating entering into a business transaction whereby Consultant may perform _____ (the "Services") as an independent contractor of START;

WHEREAS, subject to the terms and conditions herein, START may disclose to Consultant certain confidential information in the course of providing the Services; and

WHEREAS, it is a condition to the disclosure of information that the Parties enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished to Consultant;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms and Rules of Interpretation.

1.1. As used in this Agreement each of the following terms will have the meaning assigned to such term as set forth below:

"Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

"Confidential Information" means (a) any or all information, whether of a business, financial, technical, engineering, economic or other nature and regardless of the form in which it is communicated or maintained, relating to START, its Affiliates, its patients or clients, or the Services, including all draft or final documents, term sheets, sketches, technical layouts, data extraction processes, data transfer processes, drawings, raw footage, edited or final videos, marketing materials, START lists, branding strategies, reports, analysis, electronic data interchange files, file feeds, naming conventions, user access information, compilations, URLs, disaster recovery plans, information security plans, privacy and security procedures and protocols, algorithms, business logic, business plans, information technology structure and hardware, trade secrets and unpublished patent applications, software development tools and documentation, studies and notes containing or reflecting such information, regardless of who prepares such materials, information marked as "Confidential", "Proprietary", or absent any marking, by the Disclosing Party when given to the Receiving Party and/or information and data provided by the Disclosing Party, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary; (b) the fact that such information has been made available to or is being inspected or evaluated by the Receiving Party or its Representatives, and (c) the fact that discussions are taking place concerning the Services, or any related transaction between the Parties. Notwithstanding the foregoing, Confidential Information will not include:

- (i) information which was already in the possession of the Receiving Party or any of its Affiliates on a non-confidential basis prior to disclosure hereunder;
- (ii) information which prior to disclosure was already in the public domain, or which after disclosure entered

the public domain other than by a breach of this Agreement by the Receiving Party or any of its Representatives;

- (iii) information which was received from a third party which the Receiving Party reasonably believes was not and is not violating an obligation of confidentiality to the Disclosing Party or its Affiliates; or
- (iv) information independently developed by the Receiving Party without violating any of its obligations under this Agreement.

"Disclosing Party" means (a) with respect to all Confidential Information disclosed by START or any of its Representatives to Consultant or any of its Representatives, START.

"Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other entity.

"Receiving Party" means (a) with respect to all Confidential Information disclosed by START or any of its Representatives to Consultant or any of its Representatives, Consultant.

"Representatives" means, with respect to any Person, (a) the directors, officers, employees, partners, managers, agents, representatives, advisors, consultants, contractors, potential or actual lenders, potential or actual investors, and Affiliates of such Person and (b) the directors, officers, employees, partners, managers, agents, representatives, advisors, consultants, contractors, potential or actual lenders, and potential or actual investors of such Person's Affiliates.

1.2. Rules of Interpretation. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including," when following any general statement, term or matter, will not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise indicated, as used herein, the term "or" is not exclusive.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. The Receiving Party agrees to, and to cause its Representatives to, treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. The Receiving Party will not disclose, and will not permit its Representatives to disclose, Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of the Disclosing Party.

2.2. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will not permit its Representatives to, for or with respect to its own account or any account that it administers or advises, make any use whatsoever of the Confidential Information other than as may be necessary to perform the Services.

2.3. Except as set forth in Section 2.4, the Receiving Party will only disclose Confidential Information to those of its Representatives or other Persons that are, in each case, concerned with the Services and whose knowledge of such Confidential Information is necessary or advisable for such purpose. Each such Person will have the same obligations with respect to such Confidential Information as the Receiving Party hereunder, and the Receiving Party will so instruct each such Person receiving Confidential Information and will use all reasonable efforts

to prevent any unauthorized use or disclosure of Confidential Information by such Persons.

2.4. If the Receiving Party or any of its Representatives is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar process) in connection with any proceeding to disclose, or otherwise becomes legally compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice and reasonable assistance (subject to reimbursement by the Disclosing Party of all reasonable and out-of-pocket expenses incurred by the Receiving Party in providing such assistance, unless the applicable compulsion to disclose results from events or circumstances not related to the Disclosing Party) so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement. If such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with this Agreement, the Receiving Party (or such other Persons to whom such request is directed) may disclose Confidential Information, but only to the extent that it is required to do so.

3. Safekeeping and Return of Confidential Information.

3.1. The Receiving Party will take all reasonable steps to prevent the unauthorized use, distribution, or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints, and translations thereof. The Receiving Party will not, and will not permit its Representatives to, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. The Receiving Party will either return to the Disclosing Party, or to the extent commercially reasonable, destroy as soon as reasonably practicable after receipt of a written request by the Disclosing Party, all materials containing or reflecting Confidential Information in the possession of the Receiving Party or its Representatives, without retaining copies.

3.3 At the conclusion of the Services, the Receiving Party will return to the Disclosing Party, or to the extent commercially reasonable, destroy all materials containing or reflecting Confidential Information in the possession of Receiving Party or its Representatives, without retaining copies. Failure to return or destroy Confidential Information retained in the form of automatically generated computer back-ups or archival copies generated in the ordinary course of information system procedures will not be considered a breach of the obligation to return or destroy Confidential Information, provided that except as expressly provided herein, the recipient will make no disclosure or use of such copies, and such Confidential Information will be maintained in accordance with Sections 2 and/or 3 for so long as the Receiving Party retains such Confidential Information.

4. Notice. All notices, requests, consents, waivers, and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party will be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Consultant:

If to START:

START Treatment & Recovery Centers, Inc.
937 Fulton Street
Brooklyn, NY 11238
Attn: General Counsel
Tel. (718) 260-2971 or (917) 648-1438
Em. blipschitz@startny.org

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. If and to the extent Consultant has access to any START patient's protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder), or information that would identify a START patient as having or having had a substance use disorder (as described in the federal confidentiality regulations; 42 CFR Part 2), the Parties will execute a Business Associate and Qualified Services Organization Agreement.

6. Term. This Agreement and the obligations of confidentiality undertaken hereby will remain in full force and effect for a period from the date of this Agreement until the end of three years after the date of this Agreement; provided, however, that this Agreement will remain in full force and effect with respect to any Confidential Information received or retained by the Receiving Party in accordance with Sections 2 and/or 3 for so long as the Receiving Party retains such Confidential Information.

7. No Waiver; Amendments. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of an amendment to this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

8. Governing Law; Jurisdiction. This Agreement will be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law. Each party agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Southern District of New York or appropriate New York state court.

9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

10. Remedies. Each Party will be entitled to relief both at law and in equity, including injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Each Party will be entitled to disclose this Agreement to any court to the extent necessary to enforce its rights hereunder.

11. Successors and Assigns. Neither Party may assign this Agreement or any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign its right to enforce this Agreement to any of its Affiliates that has participated in, or intends or intended to participate in, the Services. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

12. No Joint Venture; No Obligation. This Agreement does not create a joint venture or any similar legal relationship between or among any of the Parties and does not create any legal obligation except with respect to the matters specifically agreed to herein. This Agreement does not obligate either Party to enter a service-customer relationship with the other Party.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Any executed counterpart

transmitted by facsimile or similar transmission by any Party will be deemed an original and will be binding upon such Party.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to the subject matter hereof, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

START Treatment & Recovery Centers, Inc.

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____