

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____ (date)
, between Recovery United, Inc., of 963 S Orchard Street, Suite 101, Boise, Idaho 83705, (The
"Owner")
DBA _____ at _____

and Volunteer _____,
(The "Recipient") of
Volunteer Address _____.

Recovery United, Inc. is engaged in the delivery of peer-based recovery support services. Volunteer is engaged in providing peer-based recovery support services. Information will be disclosed to Volunteers in the course of assisting Peers with recovery support services. The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Recovery United, Inc., whether or not owned or developed by Recovery United, Inc., and any location owned and operated by Recovery United, Inc. and which Volunteer may obtain through any direct or indirect contact with Recovery United, Inc..

A. Confidential Information includes without limitation:

- business records and plans
- Any personal information shared by Peers/Clients/Community Partners, Recovery United, Inc. Center Staff or Board Members, Center Volunteers to include but not limited to name, address, phone number, email address, criminal justice system involvement, substance use/abuse, mental health status and/or treatment, medical or psychiatric treatment, employment, or any other protected information.
- and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by Recovery United, Inc.
 - information rightfully received by Volunteer from a third party without a duty of confidentiality
 - information independently developed by Volunteer
 - information disclosed by operation of law
 - information disclosed by Volunteer with the prior written consent of Recovery United, Inc.
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION.

Volunteer understands and acknowledges that the Confidential Information has been developed or obtained by Recovery United, Inc. by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Recovery United, Inc. which provides Recovery United, Inc. with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Volunteer agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Recovery United, Inc.. In addition, Volunteer agrees that:

i. No Copying/Modifying. Volunteer will not copy or modify any Confidential Information without the prior written consent of Recovery United, Inc..

ii. Application to Employees. Further, Volunteer shall not disclose any Confidential Information to any employees of Volunteer, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Recovery United, Inc..

iii. Unauthorized Disclosure of Information. If it appears that Volunteer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Recovery United Inc. shall be entitled to an injunction to restrain Volunteer from disclosing, in whole or in part, the Confidential Information. Recovery United, Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Recovery United, Inc., Volunteer shall return to Recovery United, Inc. all written materials containing the Confidential Information. Volunteer shall also deliver to Recovery United, Inc. written statements signed by Volunteer certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Volunteer acknowledges and agrees that the Confidential Information is provided on an AS IS basis. RECOVERY UNITED, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RECOVERY UNITED, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL

INFORMATION. Recovery United, Inc. does not represent or warrant that any product or business plans disclosed to Volunteer will be marketed or carried out as disclosed, or at all. Any actions taken by Volunteer in response to the disclosure of the Confidential Information shall be solely at the risk of Volunteer.

VI. LIMITED LICENSE TO USE. Volunteer shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Volunteer acknowledges that, as between Recovery United, Inc. and Volunteer, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Recovery United, Inc., even if suggestions, comments, and/or ideas made by Volunteer are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Idaho. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:
Recovery United, Inc.

By: _____
Monica Forbes,
Administrator – Recovery United, Inc.

Recipient:

By: _____

Volunteer Name: _____