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# Business Confidentiality Agreement

This agreement between Musick Dermatology & Advanced Clinical Spa, LLC. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby entered into on this date: \_\_\_\_\_\_\_\_\_\_\_\_.

Purpose: You will be entering into discussions involving Musick Dermatology & Advanced Clinical Spa, LLC. development and operation, which require Musick Dermatology & Advanced Clinical Spa, LLC. to disclose confidential information on an ongoing basis. This agreement’s purpose is to ensure confidentiality and to prevent disclosing such confidential information.

Musick Dermatology & Advanced Clinical Spa, LLC. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree to the following:

A: Throughout this agreement, the term “confidential information” will refer to any information related that is generally not known to any third parties, and is owned by Musick Dermatology & Advanced Clinical Spa, LLC. Confidential information includes, but is not limited to:

1. Product strategies
2. Finances
3. Contract discussions
4. Trade secrets
5. Investing strategies
6. Marketing strategies
7. Business plans
8. Other business affairs of Musick Dermatology & Advanced Clinical Spa, LLC.

B: By signing below you understand that any intentional or unintentional disclosure of confidential information may be detrimental to Musick Dermatology & Advanced Clinical Spa, LLC. and you accordingly agree:

1. Not to disclose discussions with Musick Dermatology & Advanced Clinical Spa, LLC. except when required by law
2. Not to use any confidential information in any way other than for authorized purposes
3. To maintain confidentiality at all times unless expressly written permission is received from Musick Dermatology & Advanced Clinical Spa, LLC.
4. That upon dissolution, all records related to Musick Dermatology & Advanced Clinical Spa, LLC. will be returned

C: The terms outlined above shall not apply when specific information:

1. Becomes part of public domain
2. Can be proven to be already owned by Musick Dermatology & Advanced Clinical Spa, LLC. before signing the agreement
3. Musick Dermatology & Advanced Clinical Spa, LLC. expressly gives written permission of disclosure
4. Is court-ordered for disclosure

D: Should a court order for disclosure of confidential information be received by Musick Dermatology & Advanced Clinical Spa, LLC., Musick Dermatology & Advanced Clinical Spa, LLC. must be notified immediately in order to either seek protective orders or waive this agreement according to the circumstances involved.

E: Both parties understand that confidential information is owned by Musick Dermatology & Advanced Clinical Spa, LLC. and any disclosure of such to you or the company you represent, does not convey any manner of license, title or right to this information and may not appropriate any portion of it for unauthorized uses.

F: Termination of the relationship between Musick Dermatology & Advanced Clinical Spa, LLC. does not relieve the company you represent of their obligations outlined in this agreement, including the return of all records.

G: This agreement shall be governed under the jurisdiction of the state of Illinois.

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| Name of company representing | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of Signatory: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |