Mutual Confidentiality Agreement

NON-DISCLOSURE · COMMONWEALTH OF KENTUCKY

This agreement protects information shared in both directions: your personal health and training information, and the methods, pricing and client records that belong to Body by Design. Please read it before signing and keep a copy.

THE PARTIES

This Mutual Confidentiality Agreement is entered into on _____ between **Body by Design L.L.C.**, a Kentucky limited liability company with its principal place of business at 1890 Ashwood Circle, Fort Wright, Kentucky 41011, and the individual or entity named below, each referred to as a Party.

NAME _____ RELATIONSHIP TO BODY BY DESIGN _____

ADDRESS _____ EMAIL _____

1. Purpose

The Parties wish to share certain confidential information in connection with personal training, wellness coaching and related services provided by Body by Design. Each Party may act as the Disclosing Party when it shares information and as the Receiving Party when it receives information.

2. What counts as confidential information

Confidential Information means any non-public information disclosed by one Party to the other, in any form, whether or not marked as confidential. It includes, without limitation:

a. Client health, medical and fitness information, assessment results, measurements, progress notes and program records.

b. Training methods, program design, assessment protocols, exercise progressions and coaching materials developed or used by Body by Design.

c. Pricing, package structures, billing records and financial information.

d. Client and prospective client lists, contact details and referral sources.

e. Business plans, marketing strategies, vendor terms and supplier arrangements.

f. Any other information a reasonable person would understand to be confidential given the circumstances of its disclosure.

3. What is not confidential

Confidential Information does not include information that the Receiving Party can show:

a. was already lawfully known to it without obligation of confidence before disclosure;

b. is or becomes publicly available through no fault of the Receiving Party;

c. was lawfully received from a third party who had the right to disclose it; or

d. was independently developed by the Receiving Party without use of or reference to the Confidential Information.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

a. hold the Confidential Information in strict confidence and use at least the same degree of care it uses to protect its own confidential information, and never less than reasonable care;

b. use the Confidential Information solely for the purpose described in section 1;

c. not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;

d. limit access to those of its employees, contractors and professional advisers who need it for that purpose and who are bound by confidentiality obligations at least as protective as those in this agreement;

e. notify the Disclosing Party promptly in writing on discovering any unauthorized use or disclosure, and cooperate in any effort to contain it.

5. Required disclosure

If the Receiving Party is required by law, subpoena or court order to disclose Confidential Information, it may do so, provided that it gives the Disclosing Party prompt written notice where legally permitted, discloses only what is required, and cooperates with any reasonable effort by the Disclosing Party to limit or protect the disclosure.

6. Health information

Body by Design will treat health and medical information provided by a client as Confidential Information and will not disclose it to any third party without the client's written consent, except where disclosure is necessary in a medical emergency or is required by law. Nothing in this agreement prevents a client from discussing their own health, training or experience with anyone they choose.

7. No license or transfer of ownership

All Confidential Information remains the property of the Disclosing Party. Nothing in this agreement grants the Receiving Party any license, right, title or interest in the Confidential Information or in any patent, copyright, trademark or trade secret of the Disclosing Party.

8. Return or destruction

On written request, or on termination of the relationship between the Parties, the Receiving Party will promptly return or destroy all Confidential Information in its possession, including all copies and notes, and will confirm in writing that it has done so. The Receiving Party may retain one copy to the extent required by law or by its professional record-keeping obligations, which copy remains subject to this agreement.

9. Term

This agreement takes effect on the date written above and continues for as long as the Parties have a relationship, and for _____ years afterwards. Information that qualifies as a trade secret under the Kentucky Uniform Trade Secrets Act, KRS 365.880 to 365.900, remains protected for as long as it qualifies as a trade secret under that Act.

10. Remedies

The Parties agree that money damages alone may not be an adequate remedy for a breach of this agreement, and that the Disclosing Party may seek injunctive relief in addition to any other remedy available at law or in equity, including any remedy available under the Kentucky Uniform Trade Secrets Act. The prevailing Party in any action to enforce this agreement is entitled to recover its reasonable attorney fees and costs.

11. No non-compete

This agreement is limited to confidentiality. It does not restrict either Party from working, training or doing business with anyone, and it is not a covenant not to compete.

12. Governing law and general terms

This agreement is governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws rules. The Parties agree that any dispute arising out of this agreement will be brought in the state or federal courts serving Kenton County, Kentucky. This agreement is the entire understanding of the Parties on its subject matter and may be amended only in writing signed by both Parties. If any provision is found unenforceable, the remaining provisions stay in force, and the unenforceable provision will be limited only so far as necessary to make it enforceable. Neither Party may assign this agreement without the written consent of the other. This agreement may be signed in counterparts, and an electronic or scanned signature has the same effect as an original.

Each Party has read and understood this agreement and received a copy of it.

SIGNATURE

DATE

PRINTED NAME

TITLE, IF SIGNING FOR AN ENTITY

FRANCIS J. GENAL, BODY BY DESIGN L.L.C.

DATE

This template is provided for general business use and is not legal advice. Body by Design should have a Kentucky-licensed attorney review it before putting it into regular use.