

MUTUAL CONFIDENTIALITY AGREEMENT

The undersigned and HCAAdmin, LLC ("parties") foresee the possibility of collaboration, and hence the mutual exchange and use of certain confidential, proprietary and private information as defined herein.

The parties believe it is in their mutual interest to ensure that all confidential, proprietary and private information shared by one party will be safeguarded and carefully protected by the receiving party. Hence, the parties hereby agree as follows:

1. Confidential, proprietary and private information shall refer to knowledge, data and/or know-how related to the parties' business operations, including but not limited to trade secrets, new inventions, designs, specifications for current and new products, plans and processes, customer and supplier lists, and other data concerning the manner in which the business is operated, as well as plans for its future development (hereinafter "Information").
2. As used herein, the term "Recipient" can mean either party, or the affiliates of either, upon disclosure of Information by the other party referred to as the "Disclosing Party". Recipient agrees to keep in confidence and not use the Information, or authorize the use of, the Information other than solely for the purpose of evaluating a potential business relationship between the parties and performance of any resulting definitive agreements between the parties hereto. Recipient further agrees that it shall keep in confidence and not disclose any part of Information to a third party or parties for a period of three (3) years from the date of this Agreement.
3. Any obligation of Recipient as set forth in the preceding paragraph shall not apply to any information, knowledge, data, and/or know-how which:
 - a. Is or hereafter becomes public knowledge through no action or fault of Recipient;
 - b. Recipient possessed prior to the time of disclosure by the Disclosing Party and Recipient can properly demonstrate such prior possession.
 - c. Recipient lawfully received from a third party who had the legal right to disclose the same, and who has not received the same from the Disclosing Party; and
 - d. Recipient developed independent of the disclosing Party without the benefit of Information and Recipient can substantiate such development by reliable and credible evidence.
4. If Recipient is required to disclose the Information in response to a valid law or regulation or order issued by a court or other governmental body, or for the purpose of establishing its rights under this Agreement, Recipient shall notify the Disclosing Party in writing before making the disclosure and shall take all reasonable steps to preserve the confidentiality of the Information, including, but not limited to, assisting the Disclosing Party to obtain a judicial or administrative order of confidentiality, and shall thereafter disclose only so much as is necessary to comply with the law, regulation or order or to establish its rights under this Agreement.
5. Recipient agrees that it will disclose Information only to those employees or personnel who have a need to know it for the purpose of this Agreement, and to obligate its employees or personnel who shall have access to any portion of Information to protect the confidential and proprietary nature of Information.
6. Recipient shall satisfy its obligations to protect Information of the Disclosing Party from misuse or unauthorized disclosure by exercising reasonable care. Such care will include safeguarding and protecting Information using those practices that the Recipient normally uses to restrict disclosure and use of its own Information of like importance.
7. Recipient's obligations regarding Information as set forth herein shall apply to all Information, whether or not said Information is expressly designated "confidential." However, Disclosing Party shall exercise reasonable diligence in notifying Recipient in writing or verbally what Information the Disclosing Party deems confidential or proprietary in nature.
8. Unless otherwise specified in writing, Recipient acknowledges and agrees that Disclosing Party remains the sole and exclusive owner of all rights in and to the Information disclosed, and if so requested, the Recipient shall return to Disclosing Party, or destroy, all Information, in whatever format, in the possession or control of the Recipient, including all originals, copies, reprints and translations thereof. If such works are deleted, erased or otherwise destroyed, the Recipient shall certify to the Disclosing Party in writing to such deletion, erasure, or destruction. Notwithstanding such return, delivery or destruction the Recipient will continue to be bound by all of its obligations hereunder. Furthermore, Recipient will not use information to produce, duplicate or otherwise form or create any competitive product or service.
9. Neither this Agreement, nor either party's performance under it, will obligate the parties to enter into any other agreement or undertaking of any nature regarding the subject matter of this Agreement or the discussions conducted pursuant to this Agreement.
10. This Agreement shall in no way be construed as the grant of a license by either party to the other directly or indirectly under any patent or patent application or other form of proprietary property owned by the Disclosing party.

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11. To the extent Disclosing Party pays Recipient to develop or create materials, ideas, designs, specifications of new products, plans, processes, or other such trade secrets on an independent contractor, work-for-hire basis, they shall be considered to have become part of the Information as of the date of creation or development.
12. The parties to this Agreement hereby stipulate that without regard to whether all of the information and materials constituting Information as revealed to Recipient will be deemed confidential, material, or important as between the parties; the Information is important, material, and confidential and gravely affects the effective and successful conduct of Disclosing Party's business and that any breach of this Agreement shall be a material breach, which will result in immediate, continuing and irreparable harm to the Disclosing Party; and Recipient consents to appropriate remedies, including injunctive relief, in the event of such breach. In the event legal or other costs or expenses are incurred by the Disclosing Party in the enforcement of this Agreement, the Disclosing Party shall be entitled to receive and Recipient shall pay any and all costs and expenses, including attorney's fees, including such fees and costs on appeal and in bankruptcy.
13. The parties represent that they have full authority to enter into this Agreement and to disclose any Information contemplated herein. To the best of its knowledge, each party represents that disclosure of the Information referenced herein will not violate the rights of any third party.
14. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect of the same. The parties may amend or modify this Agreement only by written agreement signed by both parties.
15. The Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Information provided or derived pursuant to this Agreement, and it expressly disclaims any and all liability that may be based on the Information or any errors therein or omissions therefrom.
16. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflict of law principles.
17. This Agreement may not be assigned by either of the parties without the prior written consent of the other party. Any purported assignment not permitted under this Agreement will be void. The parties agree that the obligations of confidentiality arising out of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns. The parties specifically agree that in the event of a change in control of a party, the party's obligations of confidentiality hereunder remain binding upon that party, and Information may not be disclosed to that party's new affiliates or parent without the Disclosing Party's prior express written consent.

WHEREFORE WE SET OUR HANDS THIS _____ day of _____, 2025.

By: _____

By: _____

For HCAdmin, LLC