

Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is made as of [Date], by and between:

Forever Partners, LP ("Disclosing Party"), with principal offices at [Address],
and
Dr. [Name], [Practice Name] ("Receiving Party"), with principal offices at [Address].
Together referred to as the "Parties."

1. Purpose

The Parties wish to explore a potential business relationship in which the Receiving Party may become an exclusive territory partner of Forever Partners, LP, operating a Carter Orthodontics satellite office and offering Forever Aligned Club memberships. In connection with this evaluation, either Party may disclose confidential and proprietary information ("Confidential Information").

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either Party, including but not limited to:

- Business strategies, models, and financial data.
- Partner recruitment processes and criteria.
- Marketing campaigns, clinical workflows, and pricing structures.
- Trade secrets, intellectual property, trademarks, or plans related to Carter Orthodontics, Forever Aligned Club, or Forever Partners.
- Any materials, presentations, training, or documents provided.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely to evaluate the potential partnership.
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- Take reasonable measures to protect the secrecy and confidentiality of the information.
- Not reverse engineer, replicate, or use Confidential Information for competitive purposes.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement.
- Is received lawfully from a third party without restriction.
- Is independently developed by the Receiving Party without reference to the Confidential Information.
- Is required to be disclosed by law or court order (with prior notice to the Disclosing Party).

5. Term

This Agreement shall remain in effect for three (3) years from the date of last disclosure. Obligations of confidentiality survive termination.

6. No Obligation to Proceed

This Agreement does not obligate either Party to proceed with any transaction or relationship. Any business relationship will be subject to a separate definitive agreement.

7. Remedies

Both Parties acknowledge that unauthorized disclosure may cause irreparable harm. The Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies.

8. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to conflict of laws principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior discussions or agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Forever Partners, LP

By: _____

Name: _____

Title: _____

Date: _____

Dr. [Name], [Practice Name]

By: _____

Name: _____

Title: _____

Date: _____