This NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (the “Agreement”) by and between **Robinhood Recovery Rx, LLC,** with a place of business located at 1112 Chaucer Dr, Greensburg, PA 15601 (“RRR”) and the undersigned **Recipient Party** (insert organization name) and its employees, agents, and representatives (collectively, “Recipient Party”), with its place of business at (insert address) is made and entered into as of the date entered below by RRR (the “Effective Date”).

1. The Parties each acknowledge and agree that they each possess certain non-public, confidential, trade secret and/or proprietary information relating to their respective businesses that has been, or will be, disclosed to the other Party, including without limitation, trade secret health plan financing strategies; pharmaceutical money recoveries for the health plan(s); business plans; strategic alliances; and any other trade secret, confidential and/or proprietary information designated by either Party as confidential or which from the circumstances surrounding the disclosure should in good faith be treated as confidential (collectively, the “Information”) solely for the purpose of evaluating, structuring and negotiating a possible transaction between the Parties (the “Permitted Use”).

2. Without the prior written consent of the other Party or except as otherwise provided herein, neither Party will: (i) distribute or disclose to any other person other than a Party or its Representatives (as defined herein and collectively with a Party, “Authorized Recipients”) any of the other Party’s Information; (ii) permit any other person to have access to or use the other Party’s Information; (iii) use the other Party’s Information for any purpose other than the Permitted Use; or (iv) disclose to any other person other than an Authorized Recipient (A) that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties; or (B) the terms, conditions, status or other facts regarding a possible transaction between the Parties;or (C) that a Party has received Information from the other Party. Notwithstanding the above, the Parties each agree that a Party may disclose the other Party’s Information to those of the disclosing Party’s directors, officers, and limited employees whose knowledge, input, and/or approval is strictly necessary for that Party for the Permitted Use (collectively, “Representatives”). It is understood that each Party will inform its Representatives of the confidential nature of the other Party’s Information and will require those Representatives to be bound by this Agreement and not to disclose the other Party’s Information to any other person. As used in this Agreement, the term “person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, or individual other than the Parties or their respective Representatives. Information to be kept confidential includes any publicly available information, the method of retrieval, and the storage and structure of same within the software, databases, or the like. Receiving Party agrees that it will not utilize any Information to create or aid in the creation of similar data, databases, or software.

3. In the event that either Party is required by law in any judicial or governmental proceeding or otherwise to disclose any Information of the other Party, the disclosing Party will give the Party whose Information has been requested prompt written notice, and where applicable a copy, of such request so that a protective order or appropriate remedy may be sought.

4. For purposes of complying with the obligations set forth herein, each Party shall use its best efforts to protect the confidentiality of the other Party’s Information and to observe its other obligations hereunder, including the implementation of electronic, access restrictions and other safeguards designed to ensure that no person other than an Authorized Recipient can obtain access to or use the other Party’s Information.

5. Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of its Information. Neither Party nor any of its respective affiliates, officers, directors, employees, agents, or controlling persons (within the meaning of the Securities Exchange Act of 1934, as amended) shall have any liability to the Party disclosing Information or any other person resulting from the receiving Party’s or other person’s use of such Information.

6. It is understood that this Agreement does not obligate either Party to enter into any further agreement with the other Party. Unless and until a definitive agreement between the Parties or their respective parent, subsidiary, or affiliated companies has been fully executed and delivered (“Definitive Agreement”), neither Party will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to any transaction by any of the Party's respective Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

7. Each Party agrees that the Information of the disclosing Party is and shall at all times remain the sole and exclusive property of the disclosing Party. Each Party acknowledges that the Information is confidential and material to the interests, business, and affairs of the disclosing Party and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business, and affairs of such disclosing Party. No use of Information is permitted except as otherwise provided herein, and no grant of any intellectual property or other rights of a Party is hereby given or intended by either Party, including any license by implication, estoppel, or otherwise.

8. Upon the request of the disclosing Party, all Information and any notes, correspondence, analyses, documents, or other records, or the appropriate portions thereof, containing Information, including all copies thereof, then in the possession of the receiving Party or its Representatives will be returned to the requesting Party or destroyed and a written certification of compliance with this Section 9 shall be sent to the disclosing Party. Such destruction or return, however, does not abrogate the continuing obligations of the receiving Party under this Agreement.

9. The term of this Agreement shall be for a period not to exceed the lesser of (i) of one (1) year from the Effective Date, or (ii) the date on which a Definitive Agreement is fully executed and delivered, if at all, unless terminated sooner by either Party upon ten (10) days prior written notice; except that each Party acknowledges and agrees that the obligation of each Party to comply with the provisions contained herein shall continue for so long as each piece of Information meets the definition of Confidential Information as set forth herein. Recipient Part agrees that any and all rightsholders in the Information are third-party beneficiaries of this Agreement and may fully enforce all provisions herein, including any injunctive relief to maintain the confidentiality of the Information, regardless of the standing, privilege, or rights of RRR.

10. Any notice or other communication given pursuant to this Agreement will be in writing and will be effective when delivered personally to the Party to be given notice, or five (5) days following deposit of the notice into the United States mail (certified mail, return receipt requested, or first class postage prepaid), and addressed to such Party at the address listed above, or when delivered by e-mail or facsimile, the receipt of which is personally acknowledged in writing, by the Party for whom intended. Either Party may designate a different address by giving such notice to the other.

11. Neither Party may assign any rights or duties without the written consent of the other. Notwithstanding the foregoing, either party may assign this Agreement, without the consent of the other Party, to any entity with which a Party is merged or consolidated, which acquires substantially all of the assets, stock, or membership interests of a Party or with which a Party is affiliated by common ownership or control, provided that such entity has agreed in writing to assume all rights and obligations under this Agreement (each, a “Permitted Assigns”). This Agreement shall benefit and be binding upon the successors of the parties and their Permitted Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to conflicts of law principles. Any disputes arising under this Agreement shall be litigated in any court in Westmoreland County, PA, having jurisdiction thereof, and the parties’ consent to the jurisdiction and venue of such courts as a convenient forum for resolving any such disputes.

12. Non-Circumvention. The Recipient agrees that, during the term of this Agreement the Recipient shall not, directly or indirectly, without the prior written consent of the Disclosing Party:

a. Engage, contact, or attempt to engage or contact any individual, entity, or organization introduced or made known to the Recipient by the Disclosing Party ("Introduced Party") for the purpose of entering into any business arrangement, transaction, or agreement that is competitive with or similar to the business opportunities shared by the Disclosing Party;  
b. Solicit or encourage any Introduced Party to engage in business or discussions with the Recipient or any third party that would result in the bypassing of the Disclosing Party's role, involvement, or interest in the business relationship;  
c. Disclose, provide, or share any information regarding any Introduced Party to any third party for the purpose of circumventing or evading the Disclosing Party’s involvement or business relationship with that Introduced Party.

**Remedies.** The Recipient acknowledges that any breach of this Non-Circumvention Clause may result in significant harm to the Disclosing Party, which may be difficult to quantify in monetary terms. Therefore, in the event of a breach, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available under applicable law, in addition to any damages, costs, and expenses incurred as a result of the breach.

**Exceptions.** The obligations under this Non-Circumvention Clause shall not apply to:  
a. Any Introduced Party with whom the Recipient had a pre-existing business relationship prior to the introduction by the Disclosing Party, provided that the Recipient can demonstrate that such relationship existed independently of the introduction;  
b. Any information or business transactions that were publicly available or known prior to disclosure by the Disclosing Party.

13. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties caused this Agreement to be executed by its duly authorized officer as of the date first written above.

|  |  |
| --- | --- |
| **RECIPIENT PARTY:** *Full Entity Name*  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:  Title:  Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ROBINHOOD RECOVERY RX, LLC**  **Text, letter  Description automatically generated**  Signature:  Printed Name: Bill Hennessey, MD  Title: Owner  Date Signed: December 16th, 2024 |