



## **MUTUAL NON-DISCLOSURE AGREEMENT – INSTRUCTIONS**

**Welcome to the PLL Family! We look forward to working with you in the coming years!**

**The terms of your Center of Excellence Agreement require that each “Trained Professional” must fill out and sign our “Mutual Non-Disclosure Agreement,” which is attached here.**

**Please note that there are a number of blanks on this agreement that must be filled in, including...**

- **In the first paragraph of Page 1, the date of the agreement**
- **In the first paragraph of Page 1, the name of the Trained Professional**
- **In the first paragraph of Page 1, the county and state of residence of the Trained Professional**
- **In the “Recitals” section of Page 1, the legal name of the Center of Excellence**
- **On Page 3, the complete contact information for the Trained Professional**
- **On Page 3, the Trained Professional’s Signature and Title and the Date**

**If you have any questions or concerns, please call me at (520) 464-2939, or e-mail me at [robert@gopll.com](mailto:robert@gopll.com).**

**Warmest Regards,**

**Bob Kelly  
Director of Data & Support Services**

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THIS NON-DISCLOSURE AGREEMENT (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PLL Performance Group, LLC, a Delaware limited liability company (*hereinafter referred to as "PPG"*) and \_\_\_\_\_, a mental health professional (*hereinafter referred to as "MHP"*) a resident of \_\_\_\_\_ County, \_\_\_\_\_.

**RECITALS**

WHEREAS, MHP works as either an employee or contractor for \_\_\_\_\_, a PLL Center of Excellence (*hereafter referred to as "COE"*) and has been trained by PPG in the PLL System, which is a proprietary treatment modality known as the *Parenting with Love and Limits*® System of Care (*hereinafter, the "PLL System"*); and,

WHEREAS, MHP will be utilizing the PLL System in the education and treatment of adolescents and their parents who are experiencing emotional difficulties, and/or behavioral issues, such as oppositional defiant and conduct disorder, and are clients of COE; and,

WHEREAS, MHP acknowledges that certain proprietary information and protected intellectual property is shared by PPG for use in the training for, and licensing of, the PLL System. All Mental Health Professionals and associated facilities approved and licensed to use the PLL System must abide by certain terms and conditions regarding the same; and,

THEREFORE, in consideration for the ability to utilize the PLL System, and other benefits, MHP agrees to abide by the following, together with the terms and conditions agreed upon between PPG and COE, which shall govern the use and disclosure of information obtained in the training course and utilization of the PLL System,

**AGREEMENT**

1. Confidential and Proprietary Information

All information, training techniques, theories, methods and materials shared as part of any PLL System training, or utilized as part of the PLL System, shall be considered proprietary information maintained in the exclusive ownership of Savannah Family Insitute, Inc. (*hereinafter, "SFI"*), and duly licensed for distribution and implementation by PPG. Such information and materials shall include, but shall not be limited to, trademarks, service marks, copyrights, applications for intellectual property of SFI or PPG, trade secrets, know-how, counseling and training methods and theories, ideas and inventions, product information, materials, product development plans, customer/referral source lists, supplier information, pricing schedules, information regarding employees and consultants associated with SFI or PPG, information concerning the financial condition, operations, assets and liabilities, financial forecasts and business strategies of SFI or PPG, and other confidential information (*hereinafter referred to as the "Proprietary Information"*). Confidential and Proprietary Information shall not include information that (a) is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the MHP; (b) is learned by MPH through legitimate means other than from SFI, PPG or their representatives; and/or (c) is disclosed by MHP with PPG's prior written approval.

MHP acknowledges: (a) that SFI and PPG has spent and shall continue to spend considerable amounts of time, effort and resources in the development of such Proprietary Information; (b) that such Proprietary Information is the property of SFI or PPG and disclosure of such to MHP does not confer upon MHP any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement; and, (c) that SFI and PPG has a right to and does regard all such Proprietary Information as confidential and trade secret, and has the right to protect it from disclosure and misuse. MHP therefore agrees that the MHP shall hold such Proprietary Information in strictest confidence and shall not directly or indirectly use such Proprietary Information except in the performance of MHP's duties in the furtherance of the business of the PLL System, without specific prior written consent by PPG for such use. MHP shall not reveal or disclose such Proprietary Information to any Person other than authorized representatives of the COE or as may be intended in the course of treatment; or, remove or aid in the removal or dissemination of any of such Proprietary Information or any material which relates thereto, without specific prior written consent by PPG for such disclosure or removal. MHP shall promptly notify PPG in writing of any unauthorized, negligent or inadvertent use or disclosure of the Proprietary Information of which the MHP has knowledge. The provisions of this Agreement shall survive the departure of MHP from the licensed facility, regardless of the date, cause, or manner of such departure.

2. Disclosures Pursuant to Court Order

MHP may make disclosures required by court order provided that (i) PPG is promptly notified at least one (1) week in advance of such disclosure if possible; and (ii) reasonable efforts are undertaken to limit disclosure and to obtain confidential treatment or a

protective order and (iii) PPG is allowed, to the extent permitted by law, to participate in the proceeding in which the court order is to be issued.

3. Authorization for Use of Information

It is specifically acknowledged and understood that the license for use of the PLL System has been issued for a term to the COE facility, and not individually to any MHP. Accordingly, any use of the PLL System by an individual MHP, except as part of their contracted work with COE, shall be strictly prohibited. Said unauthorized use of the PLL System is unauthorized and will constitute unfair competition with PPG, and a breach of this Agreement.

4. Return / Surrender of Proprietary Information

Immediately upon a request by PPG, MHP will turn over to PPG all Proprietary Information including, but not limited to, all documents and any material or media that may be prepared by MHP and related directly to the PPG's Proprietary Information.

5. Indemnity and Hold Harmless Agreement

The MHP hereby accepts and assumes liability related to or associated with its reference or use of the PLL System, counseling methods, techniques, theories, or Materials. MHP shall also ensure that its use of the PLL System is covered by a policy of liability and malpractice insurance coverage for any such claims that might arise. MHP will further hold harmless and indemnify PPG in the event a dispute arises, or any claim for damages or loss is made, by any party in connection with, or as a consequence of MHP's reference to, and/or use of, the PLL System, counseling methods, techniques, theories or Materials. Said indemnity and agreement to hold harmless shall also extend to any legal costs, attorneys' fees or other expenses incurred in enforcing this provision or any other terms of this Agreement.

6. Disclaimer

PPG in no way warrants or guarantees that the PLL System, PLL Materials, certification training, and/or subsequent family therapy will provide any psychotherapeutic cure, or psychotherapeutic solution or resolution, for any adolescent and his or her family/guardians. PPG represents to MHP that, when used and conducted properly, the PLL System and PLL Materials may be productive in assisting families in understanding and better dealing with behavioral issues in an adolescent child. The knowledgeable and educated MHP must conclude at its sole discretion whether the techniques will be appropriate on a case by case basis. THE PLL SYSTEM IS NOT APPROPRIATE FOR USE IN ALL SITUATIONS AND PPG CANNOT GUARANTEE ANY RESULT OF USE. ACCORDINGLY, PPG EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATIONS, OR ASSUMPTION, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE PLL SYSTEM OR PLL MATERIALS AND/OR FITNESS FOR ANY ARTICULAR PURPOSE OR USE.

7. Injunction and Attorneys' Fees

Due to the unique and proprietary nature of the training and information provided to MHP by PPG, it is acknowledged that any breach of MHP's obligations hereunder, and that any such breach or any unauthorized use or release of any Proprietary Information will allow MHP or third parties to unfairly compete with PPG, resulting in irreparable harm to PPG. Therefore, upon MHP's violation of this Agreement in any way, PPG shall be entitled to preliminary injunctive relief and/or an equitable accounting of earnings and profits (where profits are calculated as lost revenues due to the MHP's breach arising from such violation, which rights shall be cumulative and in addition to any other remedies to which PPG may be entitled. Any right or power may be exercised from time to time and as often as may be deemed necessary and/or expedient. MHP further agrees that PPG will be entitled to an injunction without proving actual damages and without posting a bond or other security. PPG shall also be entitled to recover from the MHP the reasonable attorneys' fees incurred by PPG in enforcing the provisions of this Agreement together with any loss associated with the unauthorized activity.

8. Counterparts

This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The obligations contained herein shall continue for a period of two years.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. Waiver

No waiver or modification of this Agreement will be binding upon any party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

11. Severability

In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12. Notices

All notices and other communications relating hereto shall be in writing and shall be served by trackable delivery by either commercial messenger or courier service, certified or registered mail (return receipt required), confirmed facsimile or confirmed e-mail delivery to any authorized address given below, or to such other address, fax number or e-mail address as specified in writing. Except as otherwise provided in this Agreement, service of any such notice shall be deemed effective on the earlier of the day of (i) actual delivery, or (ii) seventy-two (72) hours after deposit in the United States mail, registered or certified, or (iii) receipt of fax or e-mail confirmation. The addresses of both parties are:

PPG

MHP

Robert Kelly

Name: \_\_\_\_\_

2401 E. Peach Tree Drive

Address: \_\_\_\_\_

Chandler, AZ 85249

City/ST/ZIP: \_\_\_\_\_

Telephone: (520) 464-2939

Telephone: \_\_\_\_\_

FAX: (866) 512-2067

FAX: \_\_\_\_\_

Email: robert@gopll.com

Email: \_\_\_\_\_

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof.

14. Arbitration

Each of the parties here irrevocably consents to submit any dispute hereunder to binding arbitration in accordance with the Delaware Uniform Arbitration Act §10-5701, *et seq.*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth below.

PLL Performance Group LLC.  
a Delaware limited liability company

MHP

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Data & Support Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_