

BRIGHT REFERRAL

MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: The date on which a party creates an account with Bright Referral, LLC or otherwise accesses Bright Referral's services.

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into by and between **Bright Referral, LLC, a Minnesota limited liability company ("Bright Referral")**, and the party creating an account with Bright Referral or otherwise accessing Bright Referral's services ("Counterparty").

By creating an account with Bright Referral, or by otherwise accessing or using Bright Referral's services, **Counterparty acknowledges and agrees** to be bound by the terms of this Agreement without the need for any further signature.

1. Purpose.

The parties wish to explore and engage in a business opportunity of mutual interest (the "Opportunity"). In connection with the Opportunity, each party (a "Disclosing Party") may disclose to the other party (a "Recipient") certain confidential information, which the Recipient agrees to treat as confidential under this Agreement.

2. Definition of Confidential Information.

"Confidential Information" means any information disclosed by a Disclosing Party to a Recipient, directly or indirectly, in any form, including but not limited to business, financial, technical, customer, pricing, or strategic information, whether marked confidential or which should reasonably be understood as confidential.

Confidential Information does not include information that: (a) becomes publicly available without breach of this Agreement; (b) is lawfully received from a third party without restriction; or (c) is independently developed without use of the Disclosing Party's Confidential Information. The Recipient bears the burden of proving any exception by a preponderance of evidence.

3. Non-Use and Non-Disclosure.

The Recipient will not use the Disclosing Party's Confidential Information for any purpose other than evaluating or participating in the Opportunity, and will not disclose such information to third parties except to employees, contractors, or advisors with a strict need to know and subject to confidentiality obligations at least as protective as this Agreement.

The Recipient will not use the Disclosing Party's Confidential Information to compete with the Disclosing Party, solicit its customers, or solicit or hire its employees or contractors. If compelled by law to disclose Confidential Information, the Recipient will give prompt notice to the Disclosing Party and cooperate in seeking protective measures.

4. Protection.

The Recipient will protect the Disclosing Party's Confidential Information with the same care it uses for its own most sensitive information, but no less than reasonable care.

5. No Obligation.

Nothing in this Agreement obligates either party to proceed with any transaction, and either may end discussions at any time.

6. No Warranty.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND.

7. Return or Destruction.

Upon termination of the Opportunity or closure of Counterparty's Bright Referral account, the Recipient will promptly return or destroy all Confidential Information and certify compliance in writing if requested.

8. No License.

No rights or licenses to intellectual property are granted by this Agreement.

9. Term.

This Agreement begins on the Effective Date and continues until terminated by either party upon ten (10) business days' written notice. Obligations regarding Confidential Information survive termination as long as the information remains confidential or a trade secret under applicable law.

10. Remedies.

Each party agrees that breach of this Agreement may cause irreparable harm for which monetary damages are inadequate, and that the Disclosing Party may seek injunctive relief without posting bond, in addition to other remedies.

11. Miscellaneous.

This Agreement binds the parties and their successors. Counterparty may not assign this Agreement without Bright Referral's prior written consent, except that Bright Referral may assign it in connection with a merger, acquisition, or sale of substantially all of its assets.

This Agreement is governed by the laws of the **State of Minnesota**, and disputes will be resolved exclusively in state or federal courts located in **Hennepin County, Minnesota**.

This Agreement constitutes the entire agreement between the parties with respect to confidentiality and supersedes all prior understandings. If any provision is found unenforceable, the remainder will remain in full force.

Acceptance.

By creating an account with Bright Referral or otherwise accessing Bright Referral's services, Counterparty acknowledges that it has read, understood, and agreed to this Mutual Non-Disclosure Agreement.