

CONFIDENTIAL

Confidentiality and Limited **Non-Solicitation** Agreement

AllmightyRx Health LLC · Emanuela Pop

EFFECTIVE DATE	_____
COMPANY	AllmightyRx Health LLC, doing business as Almighty RX ("Company")
RECIPIENT	Emanuela Pop, individually ("Recipient")

PURPOSE

The parties wish to protect Company information disclosed to Recipient while confirming that Recipient remains free to provide services to other businesses, including medspas, wellness companies, telehealth businesses, and potential competitors, subject only to the limited protections below.

1. Confidential Information

"Confidential Information" means nonpublic information disclosed or made accessible by Company to Recipient in connection with their business relationship, including client and patient databases; prospective-client and lead lists; referral sources; contact lists; nonpublic pricing, margins, sales information, business plans, marketing plans, operating processes, vendor and fulfillment information, software configurations, credentials, financial information, contracts, and other proprietary business information. Confidential Information includes information in written, electronic, visual, or oral form that is marked confidential or that a reasonable person would understand to be confidential under the circumstances.

Confidential Information does not include information that Recipient can demonstrate: (a) was lawfully known to Recipient without confidentiality restrictions before Company disclosed it; (b) becomes public through no breach of this Agreement; (c) is received lawfully from a third party without a duty of confidentiality; (d) is independently developed without use of Company's Confidential Information; or (e) is approved for release by Company in writing. Recipient's general skills, experience, ideas, methods, and know-how that do not disclose or depend on Company's Confidential Information are not Confidential Information.

2. Confidentiality Obligations

Recipient will use Company's Confidential Information only to perform authorized work for Company. Recipient will not disclose, copy, transfer, publish, sell, or otherwise use Confidential Information for Recipient's own benefit or for another client, competing business, or third party. Recipient will use reasonable safeguards to protect Confidential Information and will limit access to persons who need it for authorized Company work and who are bound by confidentiality duties at least as protective as this Agreement. If Recipient is legally required to disclose Confidential Information, Recipient may disclose only the portion legally required and, when legally permitted, will give Company prompt written notice so Company may seek protective treatment.

3. Limited Non-Solicitation and Non-Use

Recipient will not use Company's Confidential Information to solicit, divert, market to, or provide competing services to any client, patient, prospective client, lead, referral source, or business contact contained in a nonpublic Company database or list that Recipient learned of solely through Company.

This restriction does not prohibit Recipient from: (a) working for or providing services to any other medspa, wellness, healthcare, marketing, telehealth, or competing business; (b) conducting general advertising or responding to unsolicited inquiries; (c) working with any person or business already known to Recipient independently of Company; (d) working with a person or business identified through public information or an independent source; or (e) accepting business from a person or entity who approaches Recipient without targeted solicitation using Company's Confidential Information.

4. No Non-Competition Restriction

This Agreement is not a covenant not to compete. It does not restrict Recipient from offering similar services, serving existing or future clients, establishing or assisting another business, or competing generally with Company. The only restrictions are the protection of Company's Confidential Information and the limited prohibition against using that information to solicit or divert Company relationships.

5. Ownership; Return or Destruction

Company retains all rights in its Confidential Information. Upon Company's written request or the end of the parties' relationship, Recipient will promptly return or securely destroy Company materials containing Confidential Information, except for one archival copy kept solely for legal or compliance purposes and information retained automatically in secure backups, which will remain protected under this Agreement.

6. Term and Survival

This Agreement begins on the Effective Date. Recipient's confidentiality obligations continue for three (3) years after the last disclosure of Confidential Information; however, information qualifying as a trade secret remains protected for as long as it remains a trade secret under applicable law. The limited non-solicitation and non-use obligation in Section 3 continues during the parties' relationship and for twelve (12) months after it ends.

7. Protected Health Information

The parties will comply with applicable privacy and data-security requirements. If Recipient will create, receive, maintain, or transmit protected health information on Company's behalf, the parties will execute any separate business associate agreement required by law. This Agreement is not a substitute for a required business associate agreement.

8. Remedies

The parties acknowledge that unauthorized use or disclosure of Confidential Information may cause harm that is difficult to measure. Company may seek appropriate injunctive relief in addition to other remedies available by law, subject to any defenses and procedural requirements. No remedy is exclusive.

9. General Terms

This Agreement is governed by Texas law, without regard to conflict-of-law principles. It contains the entire agreement of the parties concerning its subject matter and supersedes prior discussions on that subject. Any amendment or waiver must be in a writing signed by both parties. If a provision is found unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will remain effective. This Agreement may be signed in counterparts and by electronic signature. Neither party may assign this Agreement without the other party's written consent, except Company may assign it in connection with a merger, reorganization, or sale of substantially all relevant assets.

Agreed and Accepted

Each party signs below as of the Effective Date. This Agreement may be signed in counterparts and by electronic signature.

COMPANY

AllmightyRx Health LLC

BY (SIGNATURE)

NAME / TITLE

DATE

RECIPIENT

Emanuela Pop

SIGNATURE

NAME / TITLE

DATE