



Montana Caregivers Network

Caregiver TeleClinic™ Agreement

I. Identification of the Parties to this Contract.

- a. "Montana Caregivers Network" is the "Provider" in this contract.
- b. _____ is the "Caregiver" in this contract.

II. Recitals

- a. Provider networks Montana Caregivers and Qualified Patients registered under the Montana Medical Marijuana Act.
- b. Provider is engaged in the business of providing connections between Medical Marijuana Caregivers, Medical Marijuana Patients, and physicians, and practitioners within the state of Montana.
- c. Provider will sustain great and irreparable loss and damage for which monetary damages would not be an adequate remedy if Caregiver were, in any manner, breach any of the covenants contained herein.

III. Consideration.

This Agreement, is given in consideration of providing services through the Caregiver to the Patient at the Montana Caregivers Network, by the Provider, Jason Christ.

IV. Covenants and terms.

- a. Time.

The term of this Agreement shall begin upon Caregiver's first day of the use of the service known as TeleClinic™, and shall continue for a period of five (5) years from Caregiver's last day of the use of the service.

- b. Geographic Scope.

The geographic scope of this Agreement shall extend to five-hundred (500) miles from Caregiver's business address.

- c. **Covenant Not to Disclose**

- i. Caregiver understands, and promises, that the Provider has conceived, originated, compiled and developed a substantial body of confidential information and expertise, not generally available in the trade or to the public without considerable effort, training, and expense, concerning the Provider's customers, clients, suppliers,



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pricing information, market research, and systems, procedures and methods of social and business networking, pricing, advertising, as well as other aspects of Provider's business, including without limitation the methods and manners used in the networking business.

- ii. It is essential for the Provider's financial, public, and legal relations interests that such confidential and privileged information not be used by, for the benefit of, or disclosed to third parties at any time.
- iii. By virtue of the nature of the Provider's business, Caregiver's participation in any organization engaging in business similar or identical to that of the Provider's business would require the use of some part of the confidential information or relationships described herein.
- iv. Except for representative specifically authorized by the Provider, the Caregiver will not disclose any such confidential information as described in this agreement for the benefit of any person, firm, business organization, association, or entity for any reason or purpose whatsoever.

d. Covenant Not to Compete.

Caregiver agrees that during the term of services and/or any business relationship with the Provider and/or during the term of this agreement, Caregiver will not participate, directly or indirectly, personally or as an agent or employee or another, in the ownership, management, employment, operation or control of any business directly or indirectly in competition with the Provider's business or any other activity associated with the Provider's business. This includes, but is not limited to, acting as a consultant or in any other capacity for a business in competition with Provider's business, wholly or in part within the Geographic Scope of this Agreement for the term stated above.

V. Enforcement.

- a. In the event of an actual or threatened breach of this Agreement or any covenant, condition, or term set forth herein, by the Caregiver as determined by the Provider, in addition to all other remedies, shall be entitled to enforce the specific performance of this Agreement, and each covenant, condition, and term set forth herein.
- b. Provider shall be entitled to seek immediate, temporary, and permanent injunctive relief, to the extent permitted by law, restraining such actual or threatened breach without proving actual damages.



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- c. Caregiver waives any requirement that Provider post any bond or security in order to obtain an injunction or restraining order.
- d. If Provider secures an injunction and/or temporary restraining order against Caregiver for alleged breaches or violations of any covenant, condition, or term of this Agreement and the injunction or temporary restraining order is for any reason dissolved, Caregiver hereby expressly releases, waives, and discharges Provider from any and all claims that Caregiver may have for any damages, loss, cost, claims, and expenses by reason of the issuance of any such injunction and /or temporary restraining order.

VI. Divisibility of Separate Covenants and Portions Thereof.

- a. Provider and Caregiver agree that the provisions, covenants, and restrictions contained in this Agreement shall be deemed to be a series of separate covenants. If any court or tribunal of competent jurisdiction shall refuse to enforce one or more to the separate provisions, covenants, or restrictions contained herein because the time or geographical limit is deemed unreasonable, it is expressly understood and agreed that such separate or provision, covenant, or restriction shall not be void, but that the offending limitation or portion shall be deemed to be restricted in scope to the extent necessary to permit the enforcement of such separate provision, covenant, or restriction.
- b. If any court or tribunal of competent jurisdiction shall refuse to enforce any, or all, of the separate provisions, covenants, or restrictions because, taken together, they are more extensive (whether as to geographical area, time, scope of business, or otherwise) than is deemed to be reasonable, it is expressly understood and agreed between the parties hereto that such provisions, covenants, or restrictions shall not be void, but that the offending portions of the provisions, covenants, or restrictions shall be deemed restricted in their scope to the extent necessary to permit the enforcement of such provisions, covenants, or restrictions.

VII. Modification and Waiver.

No modification of this Agreement shall be valid unless such modification is in writing and signed by all parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

VIII. Venue.

Any action or litigation initiated by any of the parties that arises out of any of the terms and provisions of this Agreement, including but not limited to obtaining a temporary restraining order or injunction to enforce the provisions



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of this Agreement, may be initiated, and litigated, in the District Court in the County in the state of Montana where the cause of action arises.

IX. Reasonableness.

The nature, period, and extent of limitations and restrictions imposed by the covenants contained herein are considered by the Provider and Caregiver to be fair, reasonable, and necessary to protect and preserve the Employer's business, goodwill, and the confidential information, and that said restrictions will not prevent Caregiver from earning a livelihood.

X. Attorney Fees.

- a. In the event that the Caregiver defaults under this Agreement and Provider hires an attorney by reason of such default or defaults, the, whether or not legal action is filed on behalf of the Employer against the v, Provider shall be entitled to recover from the Caregiver his reasonable attorney fees incurred thereby or in connection with any proceedings brought by Provider to enforce the terms and conditions of this Agreement.
- b. Any default by Caregiver shall not be deemed cured until the attorney fees and costs are paid by the Caregiver.

IN WITNESS WHEREOF, the parties have read and understand the terms of this Agreement, and agree to its terms as of the date set forth below.

Provider: _____

Date: _____

Jason Christ, Executive Director

Caregiver: _____

Date: _____