

NON-DISCLOSURE AGREEMENT

This Agreement is hereby acknowledged between Hulett & Company, LLC d/b/a R.L. Hulett, 8000 Maryland Avenue, Suite 650, St. Louis, Missouri 63105 (“**RLH**”), and _____ (“**Recipient**”) effective _____.

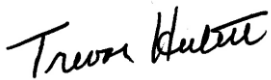
RLH agrees to furnish to Recipient certain confidential information (“**Information**”) regarding the business of RLH’s client Project Picasso (“**Client**”), a manufacturer and distributor of paint and coatings sundries. Recipient agrees to use such Information under the following terms and conditions:

1. **Information Defined.** “Information” means all oral, written and electronic information and data about Client obtained from RLH or Client. Information includes, but is not limited to, information about Client’s business operations, plans, assets and liabilities, reports, lists, drawings, design concepts, materials, records, the fact that Client is considering a transaction, Client’s identity or any information that may identify Client, Client’s location and Client’s industry. “Information” does not include information:
 - a. Which is known to Recipient, as evidenced by Recipient’s written and dated records existing prior to disclosure by RLH or Client, or information that is generally available to the public at the time of disclosure by RLH or Client;
 - b. Which, subsequent to RLH’s or Client’s disclosure to Recipient, through no act, negligence or fault of Recipient or any of its officers, employees, agents or advisers, becomes information generally available to the public; or
 - c. Is legally furnished to Recipient on a nonqualified basis by a third party who has not received such information from RLH or Client, directly or indirectly, under an obligation of confidentiality.
 - d. Is independently developed by Recipient, provided Recipient can show that such development was accomplished by or on behalf of Recipient without any wrongful act or use of or any reference to any Information.
2. **Non-Disclosure.** Recipient shall (a) receive and hold all Information in confidence, (b) use the Information only for the purpose of evaluating the proposed transaction between Client and Recipient, (c) not disclose the Information to any third party except Recipient’s officers, employees, financing sources, agents and advisers (“**Representatives**”) who have the need to know the Information for the purpose of Recipient’s evaluation of the proposed transaction between Client and Recipient, (d) handle the Information with care so as to avoid the accidental disclosure to or appropriation by parties or persons not having an interest in the mutual objectives of Recipient and Client, and (e) not reproduce, disclose, or make the Information available to others (including Recipient’s officers, employees, agents and advisers who have no need to know such Information) without the prior written consent of RLH.
3. **Non-Solicitation.** Recipient will not, directly or indirectly through another person, firm, association, corporation or other entity with which it is now or may hereafter become associated, (i) request, advise, induce or attempt to induce any customer, supplier, licensee or other business relation of Client to withdraw, curtail, cancel or otherwise cease such Customer’s business with Client or in any way interfere with the relationship between any such Customer and Client, (ii) disclose to any other person, firm, corporation or other entity, the name or address of any Customer for the purpose of competing with Client, or (iii) solicit for employment any person who is or was employed by Client at any time within a one (1) year period immediately preceding the termination of employment of Employee at Client. The foregoing shall not prohibit Recipient from soliciting any person by means of general advertising or through the use of employment agencies or search firms, provided that such firms are not given specific instructions directed at any particular person employed by the Client. Nothing contained herein shall preclude Recipient from pursuing new customers, pursuing new business with its existing customers or soliciting or employing any person in the normal course of business, so long as the Information is not improperly used or disclosed in furtherance thereof.

- 4. **Officers, Employees, Etc.** Recipient shall cause its Representatives to treat Information as confidential and covenants and warrants that such Representatives will be subject to, and comply with, this Agreement.
- 5. **Return of Information.** Within seven (7) days after receipt of RLH’s written request, Recipient will deliver to RLH and/or destroy all Information in its possession or control, including that in the possession and control of its officers, employees, agents and advisers, and will destroy all reports, analyses and other documents which incorporate or reference the Information. Notwithstanding the foregoing, Recipient shall be permitted to retain an electronic copy of the Information for legal compliance and archiving purposes provided the Confidentiality obligations herein remain for as long as the Information is retained.
- 6. **Injunctive Relief.** Recipient acknowledges that the disclosure of Information could cause Client and/or RLH irreparable injury that cannot be adequately compensated for by the payment of damages and consents to the issuance of injunctive relief or other equitable relief as well as an action of law for damages and other available remedies.
- 7. **Prevailing Party.** In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order in favor of a party to such litigation, then the non-prevailing party shall be liable and pay to the prevailing party the commercially reasonable legal fees such prevailing party has incurred in connection with such litigation
- 8. **Client is Beneficiary.** It is understood that Client is an intended beneficiary of this Agreement whose rights are being protected and may enforce the terms of this Agreement as if it were party to this Agreement.
- 9. **Assignment.** This Agreement may not be assigned by Recipient without the prior written consent of RLH.
- 10. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.
- 11. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the internal substantive laws of the State of Missouri without regard to conflict of law principles.
- 12. **Term.** This Agreement shall expire two (2) years from the effective date.

Terms and conditions understood and agreed to:

For: Hulett & Company, LLC d/b/a
R.L. Hulett:



R. Trevor Hulett, Managing Director

For _____:

(signature)

Printed Name _____

Title _____

Phone Number _____

Email Address _____