R. L. Hulett

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 Haven ("**Client**"), a behavioral health services business. 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 or its Representatives, 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, directors, partners, members, insurers, financing sources, representatives or advisers ("**Representatives**"), becomes information generally available to the public; or

    c. Is legally furnished to Recipient or its Representatives 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 or its Representatives, provided Recipient or its Representatives can show that such development was accomplished by or on behalf of Recipient or its Representatives 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) 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, (d) not reproduce, disclose, or make the Information available to others (other than Representatives who have a need to know such Information) without the prior written consent of RLH and (e) not disclose the Information to any third party except:

    a. Recipient's Representatives who have the need to know the Information for the purpose of Recipient's evaluation of the proposed transaction between Client and Recipient

    b. To the extent such information is required to be disclosed under applicable law, securities laws, securities exchange regulations, subpoena, or by a governmental order, decree, regulation or rule; provided that the Receiving Party gives prompt written notice to the Disclosing Party prior to such disclosure; and provided further that, in any case, the Receiving Party shall only disclose that portion of the Confidential Information that, in the opinion of the Receiving Party's legal counsel, is required to be disclosed and shall use its commercially reasonable efforts to ensure further confidential treatment of the Information so disclosed.

3. **Non-Contact.** Recipient agrees that Recipient will not intentionally or knowingly encourage or induce any known customers or any other material and known commercial relationships of the Client to terminate or otherwise materially alter their relationship with 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. **Non-Solicitation.** Recipient will not, directly or indirectly, solicit for employment or similar services any person who is employed, or retained to provide services, by Client, and with whom Recipient learns about through its evaluation of the Transaction. 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.

5. **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. Recipient shall be liable to RLH and Client for any unauthorized disclosure or use of the Information by Recipient's Representatives.

6. **Ownership and Destruction of Information.** Recipient hereby acknowledges and agrees that the Information shall remain the property of Client. Neither this Agreement nor the disclosure of Information will be construed as granting any rights, title, interest, or license in, to, or of any Information to Recipient or its Representatives. Within seven (7) days after receipt of RLH's written request, Recipient will destroy all Information in its possession or control, including that in the possession and control of its Representatives, 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.

7. **Injunctive Relief.** Recipient acknowledges that the disclosure of Information could cause Client and/or RLH irreparable injury that may not be adequately compensated for by the payment of damages and consents to the issuance of injunctive relief or other equitable relief, without Client and/or RLH being required to post a bond or other security in connection therewith, as well as an action of law for damages and other available remedies. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

8. **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.

9. **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. Recipient acknowledges that neither RLH nor Client makes any representation as to the accuracy or completeness of the Information. Neither RLH nor Client shall have any liability to Recipient arising out of, or relating to, Recipient's use of the Information. Nothing in this Agreement will be deemed to constitute a joint venture or partnership, or any other arrangement, business, financial, or otherwise between Client and Recipient or as constituting an agreement to enter into any other contract or a business relationship.

10. **Assignment.** This Agreement may not be assigned by Recipient without the prior written consent of RLH.

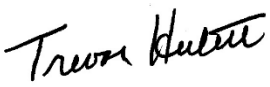
11. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

12. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the internal substantive laws of the State of Delaware without regard to conflict of law principles.

13. **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_____

Email Address_____