

## NON-DISCLOSURE AGREEMENT

THIS **NON-DISCLOSURE AGREEMENT** (the "Agreement") is entered into and effective as of \_\_\_\_\_, 2019, (the "Effective Date") by and between \_\_\_\_\_ ("Receiving Party") and Shell Street Equities LLC ("Disclosing Party" or "SSE"). The Receiving Party and SSE will be collectively referred to as the "Parties."

Whereas, the Parties desire to discuss potential business opportunities and make available to the other Party certain information of confidential or proprietary nature.

For the purposes of this Agreement, the expression "Confidential Information" means all information of any nature previously, presently, or subsequently disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), relating to the Disclosing Party's business, including, but not limited to information concerning any entities and/or Interested Parties and any analyses, compilations, studies, other documents which contain or otherwise reflect or are generated from such information, all information relating to business, contract terms (existing or proposed), insurer/payor/vendor relationship (existing or proposed), vendor relationships, financial, customer and product and operational development plans, forecasts, lists, methods, strategies, compilations and other information, including without limitation, ideas, know how, inventions (whether patentable or not), schematics and other technical information. However, Confidential Information does not include any information that is generally known in the Receiving Party's industry at the time of the signing of this Agreement, any information that the Receiving Party rightfully had in its possession prior to the disclosure of such information to the Receiving Party by the Disclosing Party, or any information disclosed after the termination of this Agreement.

Now therefore, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **Obligations of the Receiving Party.** The Receiving Party shall:
  - a) Keep all Confidential Information secret and confidential;
  - b) Not use any Confidential Information to obtain any financial, commercial, trading and/or other advantage or in direct or indirect competition with the other Party, but rather use Confidential Information for the sole purpose of effectuating the mutual transaction(s) contemplated hereby;
  - c) Not disclose Confidential Information to any third Party whatsoever without prior written approval from the Disclosing Party;
  - d) Not make any announcement or disclosure regarding discussions that are taking place between any and all Parties, or any of the terms, conditions or other facts with respect to any offer or transaction, including the status thereof, without prior written approval from the Disclosing Party;
  - e) With respect to the future transactions contemplated hereby, only make contact with such clients, contacts, advisers to, or employees of, the Disclosing Party and his/her Interested Parties as the Disclosing Party may temporarily nominate ("Communicative Nomination") in writing or verbally from time to time and not make contact with any other persons connected with the Disclosing Party and its Interested Parties, including owners, shareholders, directors, officers, members, managers, partners, employees or advisers of that Party. At any time, the Disclosing Party may terminate, whether verbally

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or in writing, a Communicative Nomination they have granted to the Receiving Party, thereby prohibiting the Receiving Party thereafter from communicating in anyway with the terminated Communicative Nomination. At no time shall a Communicative Nomination grant the Receiving Party the right to circumvent and/or exclude the Disclosing Party from participating in any current or future discussions, communications, or potential transactions arising in whole or in part from the disclosure of Confidential information;

- f) Not make copies of the Confidential Information except those copies as may be required for evaluation, in which event the Receiving Party agrees to notify the Disclosing Party promptly of the number and identity of the copies made and, whenever required by the Disclosing Party, the whereabouts of the same;
- g) Terminate discussions upon Disclosing Party's written request, or if verbally agreed between the Parties, and promptly return to the Disclosing Party all Confidential Information and all other written material or other material (in whatsoever medium) relating to the Confidential Information and all copies extracts derivatives and any and all reproductions thereof; or, if agreed by the Disclosing Party in writing, destroy all such material together with all copies, extracts or other reproductions thereof;
- h) Inform the Disclosing Party of any and all business dealings due in whole or in part to any disclosure of Confidential Information by the Receiving Party;
- i) Forward to the Disclosing Party copies of any and all documents drafted, including drafts by Interested Parties and their advisors, as intended for a Party's Interested Party involving a contemplated business transaction between respective Interested Parties;
- j) Agree that all Confidential Information shall remain the property of the Disclosing Party and the disclosure of the Confidential Information not be deemed to confer upon the Receiving Party any rights whatsoever in respect to any part thereof except for the purposes mentioned in this Agreement.
- k) Not act on the Confidential Information to buy any stock in the public marketplace, or to otherwise participate in any insider trading.

2. **No Action Required.** Nothing in this Agreement requires any Party hereto to proceed with any future transaction or relationship. Nothing in this Agreement shall be construed as requiring the disclosure of any Confidential Information. Neither Party nor any of its Interested Parties, advisers, shareholders, associates, agents, officers or employees accept responsibility or liability for, or make any representation or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith. Neither Party shall have any claim whatsoever against the other Party or any of such Party's shareholders, agents, officers, employees or advisers, in the event that any or all the Confidential Information should prove to be inaccurate, incomplete or misleading in any respect whatsoever.

3. **Compelled Disclosure.** In the event that any Party is requested or required by law or by governmental or other regulation or order to disclose Confidential Information in any proceedings, legal or otherwise, it is agreed that the Party requested or required to disclose (Compelled Party) will provide the other Party with prompt notice of such request or requirement and cooperate fully with the other Party regarding the manner of such disclosure. The Compelled Party shall fully cooperate with the other Party in the event the other Party elects to challenge the validity of such request or requirement, seek a protective order, or take any other appropriate action to protect the Confidential Information. If the Party that owns the Confidential Information

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elects neither to challenge the validity of such request or requirement nor to seek a protective order nor to take other appropriate action, or any challenge or action fails, then the Party requested to disclose will be entitled to disclose Confidential Information to the extent requested or required.

4. **Non-circumvention.** Each Party hereby expressly covenants and agrees for itself and its affiliates and related Parties not to engage in any discussions, negotiations or transactions or to execute any agreement, understanding or undertaking that will interfere with, or deprive the Parties of the business opportunities as set forth in this Agreement. Further, the Receiving Party (including, but not limited to its parent, affiliates, subsidiaries, owners, shareholders, members, partners, advisors, attorneys, contractor, agents, other clients and assigns) shall not utilize Confidential Information provided in writing, electronically or verbally to compete with the Disclosing Party, either directly or indirectly, with the business operations of the Disclosing Party (drug and alcohol addiction/behavioral health treatment provider) within the United States, recognizing that ARC's current and/or planned valuable commercial operations are nationwide in implementation or planning.

5. **Governing Law /Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of State of Arizona, U.S.A. without giving effect to any other choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Arizona. Any and all disputes, differences, controversies or claims arising out of or relating to this Agreement, including but not limited to any question regarding its existence, validity or termination shall be finally and solely determined by arbitration in Phoenix, Arizona, USA, in accordance with the American Arbitration Association Commercial Rules of Arbitration, which rules are deemed incorporated by reference herein. The obligation to arbitrate shall not be binding on any Party with respect to requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

6. **Term /Termination / Survival.** The terms and conditions of this Agreement shall be effective as of the Effective Date and continue for a period of two (2) years notwithstanding any decision not to proceed with any possible future transaction.

7. **Notices.** Notices must be sent to each Party by First Class U.S. Mail, return receipt requested, or by private express, receipt required, at the address following the signature of each party below.

8. **Representation.** Each individual executing this Agreement on behalf of a Party, represents, warrants and confirms that he/she has full legal authority to enter into this Agreement to bind the Party, while possessing the legal and operational authority to ensure full compliance with each term and condition set forth herein.

9. **Construction.** The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings

the subject matter hereof shall be of any force or effect unless in a fully executed writing, signed by the Party to be bound thereby.

11. **Disclosure.** On an attached page please list any criminal, civil and/or administrative proceedings wherein Company or any of company's principals, associates or employees were subject to discipline before the

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Securities and Exchange Commission, or otherwise in violation of United States Securities laws within the last ten (10) years.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date set forth above.

\_\_\_\_\_

Shell Street Equities, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

Address: