



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement"), is entered into and executed as of the \_\_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_, by and between INFUSION CENTERS OF AMERICA, LLC, and ALLEVIANT HEALTH CENTERS, LLC, individually (collectively, "ICA-AHC"), and the undersigned party (the "Recipient"), which are collectively referred to throughout this Agreement as the "Parties".

WHEREAS, ICA-AHC is in the business of developing and operating certain medical practice ketamine infusion clinics and the management thereof, developing franchises for the same, and other businesses related thereto that are branded and marketed utilizing ICA-AHC's proprietary marks which include ICA-AHC's trademark, trade dress, and all related logos, trademarks, tradenames, and trade dress; and

WHEREAS, Recipient and ICA-AHC desire to discuss a possible business relationship between them (the "Transaction"); and

WHEREAS, as a necessary part of these discussions, ICA-AHC must share detailed information about its business operations and strategic plans with the Recipient; and

WHEREAS, ICA-AHC wishes for such information (including without limitation the Confidential Information (defined below)) to remain confidential and not to be distributed in any way to any other person or entity, both during discussions and after termination of discussions, regardless of whether the Transaction is consummated.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. All recitals set forth in this Agreement are contractual and are not merely recitals of fact.

2. The Information. The term "Confidential Information" shall include all data, facts, materials, contracts, statements (oral or written), studies, competitive strategies, differentiation markers, assessments, presentation materials, conceptual product details, product designs, product specifications, business models and plans, financials, financial projections, programming, coding, samples, prototypes, sales techniques, prospect lists, operating statements, marketing information and plans, development and operational plans, records, computer software, information incorporated in computer software or held in electronic storage media, trade secrets, collection practices, and other information, documents, and critical parts of ICA-AHC and other transmissions or deliveries exchanged between the Parties or any shareholders, officers or directors, partners, employees, agents, independent contractors, joint venturers or other affiliated or related persons, entities or representatives of the Parties (collectively referred to as the "Representatives"), whether before or after the date of this Agreement, tangible or intangible, and



in whatever form or medium provided, including that which contains, reflects or is derived from any of the above. ICA-AHC makes no representations regarding the Confidential Information unless such representations are contained in a separate signed writing.

3. Confidentiality. All Confidential Information shall be kept confidential and will not, without the prior written consent of ICA-AHC, be disclosed by Recipient, or any person, entity or representative related to or affiliated with the Recipient, in any manner whatsoever, in-whole or in-part, and shall not be used by Recipient other than in connection with the Transaction. Nothing herein shall be construed to limit or prevent the use or disclosure of the Confidential Information by ICA-AHC.

4. Nondisclosure. Recipient acknowledges that ICA-AHC's Confidential Information is a valuable, special and unique asset of ICA-AHC's business and that irreparable injury may result to ICA-AHC in the event of any breach or threatened breach of this Agreement. Recipient, and its Representatives that are specifically consented to in writing by ICA-AHC, shall not disclose to any person the fact that Recipient has received any of the Confidential Information, or that discussions or negotiations are taking place concerning the Transaction, and Recipient, and its Representatives that are specifically consented to in writing by ICA-AHC, shall not disclose any part of ICA-AHC's Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose, except as is required by Recipient to evaluate the Transaction and potential business relationship with ICA-AHC and then only to such parties as have a written obligation to maintain the confidentiality of the Confidential Information or are under an ethical or other legal obligations to do so. Recipient, and its Representatives that are specifically consented to in writing by ICA-AHC, shall not copy, publish, distribute or otherwise disclose to any person, firm, corporation, associate or other entity for any reason or purpose, nor remove from ICA-AHC's premises any files, records, disks or other media, computer or otherwise.

5. Return of Confidential Information. At the earliest of: (a) the conclusion of review of and need for the Confidential Information, (b) at any time upon ICA-AHC's request, or (c) three (3) business days from termination of the discussions or negotiations concerning the Transaction, such termination to be decided by ICA-AHC in its sole and absolute discretion, the Confidential Information and all duplicates thereof (in any form whatsoever, including but not limited to any reports, summaries, analyses, memoranda or other materials prepared by either of the Parties or their Representatives or at their direction), shall be returned to ICA-AHC and shall not thereafter be retained in any form by the Recipient or its Representatives.

6. Mandatory Disclosure. In the event the Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, the Recipient agrees (except as otherwise provided by law):

- (a) To notify ICA-AHC immediately of the existence, terms, and circumstances surrounding such request;



- (b) To consult with ICA-AHC on the advisability of taking legally available steps to resist or narrow such request; and
- (c) If disclosure of such Confidential Information is required to prevent the Recipient from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to ICA-AHC, it is legally compelled to disclose, and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

7. Remedies. The Recipient acknowledges and agrees that, in the event of any breach or threatened breach of this Agreement, ICA-AHC would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy available in law or equity, ICA-AHC shall be entitled to a preliminary or temporary restraining order and/or an injunction (without the posting of any bond) restraining and enjoining the Recipient and its Representatives from disclosing the Confidential Information and from rendering any services to any person, firm, corporation, association or other entity to whom all or part of such Confidential Information has been or is threatened to be disclosed or to whom any Confidential Information has been distributed or furnished, and to prevent or remedy breaches or threatened breaches of this Agreement and to compel specific performance of this Agreement, and that Recipient, nor its Representatives, will oppose the granting of such relief. In the event of any breach of this Agreement by the Recipient or its Representatives, the Recipient shall also reimburse ICA-AHC for all costs and expenses, including attorneys' fees, incurred by ICA-AHC in attempting to enforce the obligations of the Recipient or its Representatives pursuant to this Agreement.

8. No Waiver. No failure or delay by ICA-AHC in exercising any right, power or privilege hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

9. Survival. All warranties, covenants, and agreements and all provisions of this Agreement concerning the Confidential Information provided by ICA-AHC and the confidentiality of such Confidential Information shall remain in full force and effect indefinitely, and shall survive for the maximum limitations period allowed by law regardless of whether the Transaction is entered into or further pursued by the Parties.

10. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Pulaski County, Arkansas. The Parties hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or



proceeding in any such court, any objection to the venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence, domicile, or principal place of business.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, or affiliates of the Parties. Furthermore, the Parties acknowledge this Agreement shall be binding upon and inure to the benefit of any entity formed to facilitate the Transaction being considered.

12. Miscellaneous. The Parties agree that: (i) this Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter contained herein; (ii) this Agreement shall not be modified or amended except by an instrument in writing signed by all of the Parties hereto; (iii) if, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, and in lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable; (iv) this Agreement has been negotiated and drafted by all of the Parties hereto and no ambiguity found herein shall be interpreted against one party hereto or the other; (v) all titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement; (vi) each Party hereto shall execute and deliver any further instruments as may be necessary to implement fully the terms and provisions hereof; (vii) the persons executing this Agreement possess the proper authority necessary in order to bind the respective Parties hereto to their respective obligations; and (viii) this Agreement may be executed in multiple separate counterparts which when compiled shall constitute one document;

*[This Space Intentionally Left Blank; Signatures to Follow]*



*[Signature Page to Confidentiality and Non-Disclosure Agreement]*

This Confidentiality and Non-Disclosure Agreement is executed by the Parties hereto on the date set forth in the preface.

RECIPIENT:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ICA-AHC:

Alleivant Health Centers, LLC  
Infusions Centers of American, LLC

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

Brian Mears, CEO

\_\_\_\_\_

Brian Mears