

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the date of last signature, by and between Fuller Life Counseling, (hereinafter referred to as the "Disclosing Party") and GF Investment Group, (hereinafter referred to as the "Receiving Party").

WHEREAS, the Disclosing Party desires to explore a potential acquisition with the Receiving Party and in connection therewith, may disclose or deliver to the Receiving Party certain confidential proprietary information;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

**DEFINITIONS:** "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party, including but not limited to, financial data, business plans, strategies, customer lists, research, developments, and other proprietary information.

**OBLIGATIONS OF THE RECEIVING PARTY:** The Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose or use the Confidential Information except as expressly permitted by this Agreement. The Receiving Party shall only disclose the Confidential Information to its employees, agents, or consultants who need to know such information for the purpose of exploring the potential acquisition and who are bound by obligations of confidentiality at least as protective as those set forth herein.

**EXCEPTIONS:** This Agreement shall not apply to information that is (a) publicly known at the time of disclosure, (b) lawfully received from a third party not under a duty of confidentiality, (c) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or (d) required to be disclosed by law or regulation.

**TERM:** This Agreement shall remain in effect until both parties agree to terminate this agreement.

**RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION:** Upon the Disclosing Party's request, or upon termination of the discussions related to the potential acquisition, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession or control.

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Louisville, Kentucky, without regard to its conflict of law principles.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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Signature:



Name: Matt Grammer

Title: Owner, GF Investment Group Integrative Counseling Solutions

Date: 9-14-23

Signature:



Name: Kristi Fuller

Title: Owner, Fuller Life Counseling

Date:

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