

## **NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT**, is made and entered into this \_\_\_\_ day of January, 2021, by and between RES-CARE, INC. d/b/a BrightSpring Health Services and its subsidiaries and affiliates (the “Company”) and \_\_\_\_\_ (the “Vendor”). The Company and the Vendor may also be referred to individually a “Party” or collectively as “the Parties.”

**WHEREAS**, Company possesses information which is nonpublic, confidential, and/or proprietary;

**WHEREAS**, Company desires to retain Vendor to perform certain services related to Customer Satisfaction Surveys.

**WHEREAS**, the Parties anticipate that in the course of Vendor’s prospective and/or actual business relationship with Company, Company may disclose information that is nonpublic, confidential, and/or proprietary. Vendor acknowledges that any unauthorized disclosure or use of such information would adversely affect the successful conduct of Company’s business.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the Parties hereby agree as follows:

### **1. CONFIDENTIAL INFORMATION.**

Vendor understands and agrees that during the term of this Agreement, they may be furnished with or otherwise have access to non-public information that the other Party considers to be of a confidential, proprietary, or trade secret nature, including but not limited to information about Company’s products, services, technologies, systems, business methodologies and processes, as well as the Parties’ financial, business, and technical information, marketing, engineering and other plans, financial statements and projections, customer and supplier information, research and/or knowledge, designs, plans, compilations, methods, techniques, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (collectively, the “**Confidential Information**”).

### **2. NON-DISCLOSURE OF INFORMATION.**

Vendor agrees to hold in strict confidence all Confidential Information received in conjunction with this Agreement. Vendor will not sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information to any third parties without the written authorization of Company, except to those of its directors, officers, employees or attorneys who clearly have a need-to-know the same in furtherance of the specific purposes of the Parties’ relationship and who are under obligation to preserve the Confidential Information in confidence. All such disclosures shall be subject to the terms and conditions of this Agreement, and the Party

making such disclosures shall be fully responsible for ensuring the compliance of all such Parties with the terms and conditions of this Agreement.

Vendor agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information received in the course of the Parties' relationship.

The foregoing shall not apply to Confidential Information if such Confidential Information (i) has previously been or subsequently becomes generally available to the public other than as a result of a disclosure by Company; (ii) was available to Vendor on a non-confidential basis prior to its disclosure to Vendor; (iii) becomes available to Vendor on a non-confidential basis from a source other than Company when such source was entitled to make the disclosure to the Vendor; or (iv) was independently developed by the Vendor prior to disclosure by Company.

Vendor may disclose Confidential Information to the extent required by law, regulation, court order or regulatory agency provided that Vendor notifies Company of such required disclosure (to the extent legally permitted) within five (5) business days of receipt of the disclosure request and provides reasonable assistance to Company, at Company's cost, should Company wish to contest the disclosure.

### **3. OWNERSHIP.**

Vendor agrees that all Confidential Information of Company (and derivatives thereof) is and at all times shall be the exclusive property of Company, to be used by Vendor only during the term of this Agreement, for the specific purposes expressly authorized by this Agreement. Neither this Agreement nor the transfer of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any patent, trademark, copyright or any other worldwide intellectual property or proprietary right now or hereafter owned or controlled by Company. Information which may be transmitted by Company to Vendor shall not constitute any representation, warranty assurance, guarantee or inducement by Company with respect to infringement of patents, copyrights, trade secrets or other propriety rights of other. All rights are reserved.

### **4. RETURN OF CONFIDENTIAL INFORMATION.**

Upon the termination of this Agreement, Vendor shall immediately return to Company all Confidential Information then in Vendor's possession, including all photocopies or other duplications or compilations thereof, or certify in writing that said Confidential Information has been destroyed.

### **5. TERM.**

The term of this Agreement shall be for a period of two (2) years commencing on the Effective Date, unless sooner terminated upon written notice by one Party to the other. The confidentiality obligations for Confidential Information constituting trade secrets (as determined under applicable

law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret. The confidentiality obligations for all non-trade secret Confidential Information shall continue following termination or expiration of this Agreement and all provisions of this Agreement shall survive with respect to such information.

## **6. RELATIONSHIP OF THE PARTIES.**

Vendor shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall grant Vendor the right to make commitments of any kind for, or on behalf of, Company. This Agreement shall not be construed in any manner to be an obligation by either party to enter into a contract, subcontract, or other business relationship with the other party; each Party is an independent contractor of the other. Furthermore, nothing herein shall be construed as granting Vendor any rights or license to use or practice any of the Confidential Information owned or controlled by Company.

## **7. REMEDIES.**

Vendor acknowledges that due to the unique nature of Company's Confidential Information, there can be no adequate remedy at law for a breach of the Vendor's obligations hereunder; that any such breach shall result in irreparable harm to the Company and therefore, upon any such breach or threatened breach, Company may seek and obtain injunctive relief to enforce the terms of this Agreement in addition to remedies it may have at law.

## **8. SEVERABILITY.**

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

## **9. ENTIRE UNDERSTANDING; EFFECT OF AGREEMENT.**

The Parties acknowledge that the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the other Party. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein. There are no promises, covenants or understandings other than those expressly set forth herein. This Agreement may not be modified except by a writing signed by authorized representatives of each Party. This Agreement shall inure to the benefit of and be enforceable by each Party, their subsidiaries, and affiliates.

## **10. ASSIGNMENT.**

This Agreement shall be binding upon each Party, its successors, assigns, affiliates, agents, and employees.

**12. WAIVER.**

No delay or omission in exercising any right or remedy identified herein shall constitute a waiver of such right or remedy and shall not be construed as a bar to or a waiver of any such right or remedy on any other occasion.

**13. CHOICE OF LAWS.**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute or controversy arising from or relating to this Agreement and its resolution shall be conducted, insofar as possible, in the utmost secrecy; and in the event of litigation, subject to a protective order where all documents, testimony, and records shall be received, heard, and maintained by the court sealed, available for inspection only by Company or by Vendor, and by their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information confidentially, and to maintain such information in secrecy until such information shall become generally known.

**14. HEADINGS.**

Section headings or captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.


**15. ACCEPTANCE.**

This instrument supersedes any former written agreement heretofore executed relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the Parties agree that they have carefully read and understand the terms of this Agreement and have signed this Agreement on the date written below. The Parties agree the provisions of this Agreement shall be applicable commencing with the date each Party signs this Agreement.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RES-CARE, INC. d/b/a BRIGHTSPRING  
HEALTH SERVICES,**

By:  \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_