**Confidentiality and Non-Solicitation Agreement**

As a condition for your engagement with SHINE ABA Solutions, Inc., a New York Corporation, operating at 2307 Coney Island Avenue, 2nd floor, Brooklyn, NY 11223 and 905 -07 West Beech Street, Long Beach NY 11561 (referred to as the "Company"), or the ongoing continuation of your engagement with the Company, and to serve as an incentive for the Company to grant you access to Confidential Information (as defined below), you hereby consent to the following terms:

**1. Confidential Information**.

1. ***Acknowledgement.***

You recognize that while engaged as an independent contractor with the Company, you will be privy to Confidential Information (as defined below) that the Company intends to keep undisclosed and confidential in order to preserve and strengthen its competitive edge within the Applied Behavioral Analysis Therapy field. You also acknowledge that the limitations outlined in this Agreement are reasonable measures aimed at safeguarding the Company's legitimate business concerns, proprietary data, relationships, and reputation.

1. ***Confidential Information.***

The term "Confidential Information" as used in this Agreement refers to information and tangible materials that are not typically accessible or known to individuals outside of the Company, as well as information and tangible materials that have been entrusted to the Company under a veil of confidentiality by third parties. Confidential Information encompasses, but is not limited to, the following categories:

(i) Non-public information concerning patients, including their personal details, contact information, preferences, medical and general care information, and specific requirements.

(ii) Technical information, such as discoveries, concepts, ideas, techniques, diagrams, test data, scientific methods, and expertise.

(iii) Business-related matters, including the Company's financial status, operational outcomes (comprising revenues, assets, and net income), annual and long-term business strategies, marketing plans and strategies, training materials, educational and administrative manuals, supplier data, procurement histories, information about the Company's processes, technologies, and methodologies, details about the Company's relationships with vendors, business practices and procedures, research and development data, financial, marketing, and economic plans, information about the

Company's affiliated entities, and information concerning the services you provide to the Company.

(iv) Employment-related details, such as compensation, job performance, and contact information for employees, staff, agents, and consultants.

(v) Any other information, whether communicated directly or indirectly by the Company, whether in written, electronic, oral, or observational form, which is not generally accessible to the public and is inherently of a confidential nature.

1. ***Storage of Information.***

You consent to not retaining Confidential Information on any electronic storage devices that are not owned by the Company, which includes, but is not restricted to, computers, internal or external hard drives, USB drives (like jump, thumb, or zip drives), smartphones or iPhones, CDs or DVDs, wireless internet devices (such as iPads), cloud storage, or any other form of storage device not belonging to the Company. You also agree not to transmit Confidential Information to anyone except in the normal course of business and refrain from sending or forwarding confidential information to your personal computer, laptop, notebook, personal phone, mobile internet device, email account, or any other communication method for Confidential Information.

In the event that Confidential Information is stored on your personal cell phone, including customer names, addresses, and other contact details, you acknowledge and accept that such information remains the property of the Company and not your personal property. Upon the termination of your independent contractor or employee relationship with the Company, regardless of the reason, or at the Company's request at any time, you commit to returning all confidential information, irrespective of its storage location, even if it is on your personal property.

Furthermore, you covenant and confirm that your voluntary termination of your independent contractor or employee relationship with the Company, for any reason, does not absolve you of the aforementioned obligations. You agree that any and all Confidential Information you have acquired or may acquire while performing services for the Company must be maintained in confidence and must not be disclosed, communicated, or shared with any individuals, firms, corporations, partnerships, or entities of any kind.

1. ***Prohibited Use.***

You acknowledge that for the duration of your independent contractor relationship or employment with the Company, as well as indefinitely after its termination, you are prohibited from utilizing Company Confidential Information and/or Intellectual Property, either directly or indirectly, in any way. This prohibition encompasses activities such as competing with the Company, disrupting the Company's operations, or causing any form of harm or disadvantage to the Company.

1. ***Protection of Information.***

Throughout the entirety of your engagement as an independent contractor or an employee of the Company, and even after the termination of this engagement, you are bound to maintain the strictest confidentiality. You shall not use, unless it is necessary for performing your duties for the Company or with the explicit prior written consent of the Company, and you shall not reveal or disclose, directly or indirectly, to any individual, entity, firm, or corporation, any Confidential Information that you come into contact with, gain access to, or generate during your tenure as an independent contractor or employee for the Company. Written authorization from the Company is required for each instance of disclosure.

Additionally, you commit to refraining from disclosing Protected Health Information (PHI), as defined under HIPAA privacy regulations, which may be shared with you during your engagement as an independent contractor or employee of the Company. Should any such disclosure inadvertently occur, you agree to promptly inform the Company's management.

1. ***Third Party Information.***

Your commitments outlined in this section are designed to serve the interests of the Company and any third party that has entrusted confidential information or tangible materials to the Company under the assurance of confidentiality.

**2. Counterparts and Facsimile**.

This Agreement can be signed in one or more duplicate copies, with each copy considered an authentic document, and when taken together, they shall constitute a single agreement. Facsimile or PDF signatures will be considered valid and acceptable.

**3. Complete Agreement and Amendment**.

With the exception of provisions stated otherwise in this Agreement, this document represents the comprehensive understanding between the parties involved and supersedes all prior agreements or understandings, if any, between you and the

Company regarding the subject matter covered herein. Any alterations to this Agreement must not be made orally and must be in writing. No waiver or modification of this

Agreement, or any of its covenants, conditions, or limitations, shall be considered valid unless it is clearly stated in writing and signed by both parties involved.

**4. Covenants Not to Solicit**

During your tenure as an independent contractor or employee with the Company, and for a duration of twelve (12) months following the termination of this relationship, regardless of the reason for termination, you are prohibited, either directly or indirectly, in any capacity:

(i) From urging any clients or customers of the Company to reduce or terminate their business with the Company.

(ii) From revealing the identity of any Company clients to any other individuals, firms, corporations, partnerships, or entities of any kind.

(iii) From soliciting or seeking, or from directing or assisting any other individuals, firms, corporations, partnerships, or entities of any kind in soliciting or seeking, to provide executive search services to any customer of the Company, if you had business-related interactions with that customer or received Confidential Information about that customer within the last two years of your independent contractor relationship or employment with the Company.

(iv) From enticing or facilitating the employment or services, or aiding any third party in enticing the employment or services, of any employee or independent contractor of the Company or any individual who has been employed by, or provided services for, the Company in any capacity during the twelve (12) month period preceding the date your relationship with the Company concludes.

**5. Construction**.

Each party involved in this Agreement affirms and recognizes that they have had sufficient time to review and provide input on this document. This Agreement shall be understood and interpreted based on its clear and straightforward language, and any ambiguity shall not be used against either party. Both parties explicitly agree that the legal principle of interpreting a document more strictly against the party who drafted it will not be applied to any provision of this Agreement.

**6.** **Defend Trade Secrets Act of 2016 Notice.**

In accordance with 18 U.S.C. § 1833(b), it is expressly understood that nothing within this Agreement is intended to obstruct or discourage your genuine and good faith disclosure of a trade secret or other confidential information to any governmental entity concerning

a suspected violation of the law. Irrespective of any contrary provision in this Agreement, the federal Defend Trade Secrets Act of 2016 ("DTSA") stipulates that you cannot be held

criminally or civilly liable under any federal or state trade secret law if you disclose a trade secret or other confidential information:

(a) In a confidential manner to (i) any federal, state, or local government official, either directly or indirectly, or (ii) an attorney, solely for the purpose of reporting or investigating a suspected violation of the law.

(b) In a complaint or other document submitted in a lawsuit or other legal proceeding, provided that such filing is done under seal.

Furthermore, the DTSA establishes that an individual who initiates a lawsuit in response to retaliation by a company for reporting a suspected violation of the law may disclose the trade secret to their attorney and utilize the trade secret information in the court proceeding, under the conditions that:

(a) Any document containing the trade secret is filed under seal.

(b) The trade secret is not disclosed except as required by a court order.

**7. Governing Law, Jurisdiction, and Jury Trial Waiver.**

a) This Agreement will be considered as having been created in the state of New York, and its interpretation, construction, and enforcement shall be governed by and in accordance with the laws of the State of New York, without applying New York choice of law principles.

b) Both you and the Company unconditionally waive any right that either party may have to a trial by jury in any lawsuit, action, or proceeding connected to or arising from this Agreement or any breach of this Agreement. Each party further confirms that they have either sought legal advice concerning this waiver specifically or have consciously and willingly chosen not to seek legal counsel in this matter.

**8.** **Injunction**.

In the event of a breach or a potential breach of this Agreement by you, you acknowledge that the Company will suffer irreparable harm that cannot be adequately measured in monetary terms. Therefore, in addition to any other remedies available under this Agreement, in law, or in equity, the Company shall have the right to seek both temporary and permanent injunctive relief to prevent or halt such breach or threatened breach, without the need to post a bond. You agree that, apart from any other remedies accessible under the law, equity, or this Agreement, the Company may seek reimbursement for its expenses, which may include, but are not limited to, attorneys' fees, experts' fees, costs, and disbursements, arising from or related to your breach or threatened breach of this Agreement. The Company shall also have the right to pursue any other monetary damages or remedies permitted under applicable law.

**9.** **Indemnification**.

You agree to indemnify and safeguard the Company against any and all losses, expenses, damages, and costs, including, but not limited to, attorneys' fees, experts' fees, costs, and disbursements, that the Company may incur as a result of or in connection with any breach or potential breach of this Agreement by you, or the discovery that any representation you made in this Agreement was untrue when made.

**10. Waiver**.

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

**11.** **No Other Promise**.

You explicitly consent to, affirm, assure, and recognize that the terms and conditions outlined in this Agreement constitute the sole consideration for your agreement to sign this Agreement. You confirm that no other commitment or agreement of any nature has been extended to or made with any individual or entity, with the intention of inducing your signing of this Agreement. Furthermore, you affirm that, in executing this Agreement, you have not depended upon any representation or statement made by the Company or any agents, representatives, or attorneys affiliated with the Company, concerning the substance, foundation, or consequences of this Agreement or any other matters.

**12. Other Rights**.

This Agreement is designed to complement and not replace any legal or equitable rights that the Company may possess concerning the safeguarding of trade secrets or confidential and proprietary information.

**13.**  **Severability**.

In the event that any provision of this Agreement is deemed illegal or invalid by a court, the validity of the remaining portions, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be considered as if it were not a part of this Agreement.

**14. Miscellaneous**.

a) The titles and headings of paragraphs in this Agreement are provided for reference purposes only and do not limit or affect the content of this Agreement.

b) In this Agreement, when the context indicates or necessitates, the singular or plural form will encompass the other.

c) In this Agreement, when the context requires, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

d) In this Agreement, the words "include," "includes," and "including" will be considered to be followed by the phrase "without limitation."

e) In this Agreement, the word "will" will be interpreted to have the same meaning and effect as the word "shall."

d)In this Agreement, the term "or" will be understood to have the inclusive meaning unless otherwise indicated as "and/or."

**Employee name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employee Signature \_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_