



## MUTUAL CONFIDENTIALITY/ NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, \_\_\_\_\_, 2017 by and between \_\_\_\_\_ located at \_\_\_\_\_ and Green Growth Investments. LLC located at 625 Broadway, Suite 140 San Diego, CA 92101.

WHEREAS, Green Growth Investments. LLC provides professional services that include business management, business planning, financial forecasting, cannabis cultivation, cannabis processing, business development assistance, and all related business and financial documents created in support of the Client’s business endeavors.

WHEREAS, the Parties contemplate furnishing to or acquiring from each other information, data, services, or goods with the potential that the Parties may do business together.

WHEREAS, certain confidential and proprietary technical, financial, business or other information, including but not limited to, reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the Parties orally or in writing.

The Agreement establishes the terms and conditions under which all the Parties agree to exchange or disclose certain information, some of which may be confidential and proprietary, specifically any and all information pertaining to negotiations, business plans, contacts, contracts, personal information, commission payments, and/or methods of payments, and subject to the restrictions on use and revelation that are expressed in this Agreement.

Throughout this Agreement each signatory and/or individual and/or entity when defining joint responsibilities may be referred to as “The Parties.”

NOW, THEREFORE, THE PARTIES SUBMIT TO THIS AGREEMENT, AS FOLLOWS:

1. It is hereby understood and irrevocably agreed upon by the Parties / companies and their Principals, Officers, Directors, Trustees, Employees, Agents, Brokers, Representatives and/or Affiliates that each and every Party hereto may directly or indirectly learn from each other or their Principals, Officers, Directors, Trustees, Employees, Agents, Brokers, Representatives and/or Affiliates the names, addresses, telephone, telex, and telefax numbers of lending, trust and/or banking institutions, trustees, investors, borrowers, buyers, lenders, sellers, brokers, agents or other individuals herein after referred to as contacts.
2. It is expressly understood and irrevocably agreed upon that contacts of each Party hereto are, and shall be, recognized by the other Party or Parties as exclusive and valuable contacts whose existing relations shall not by any circumstance be undermined or abused. None of the Parties shall negotiate or participate in any transaction with any of the revealed contacts without first entering into a written fee Agreement and with permission of the other Party or Parties who first provided and disclosed said contacts.
3. It is hereby further understood and irrevocably agreed upon by the Parties/ companies/entities and their Principals, Trustees, Officers, Directors, Employees, Agents, Brokers, Representatives and/or Affiliates that each and every Party and every one of them hereto may directly or indirectly learn from the other "Confidential Information" that relates to the business of that Party and is being

disclosed as a result of the discussions between and among the Parties, and should reasonably have been understood by the Parties, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Parties, an Employee, Agent, Broker, Representative, and/or Affiliate of the Parties, or to any other Parties.

4. Without limiting the foregoing language and/or terms, Confidential Information includes, but is not limited to, product data, technical data, software data, financial data, customer and vendor information, pricing and cost information, business practices, marketing methods and/or business methods. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.
5. The terms “Employee,” “Agent,” “Broker,” “Representative,” and/or "Affiliate" mean any person or entity directly or indirectly controlling, controlled by, or under common control with a Party and shall be used interchangeably for purposes of this Agreement. The Party first providing and/or disclosing said Confidential Information to the other Party or Parties is herein after referred to as the “Disclosing Party.” The Party first revealing said Confidential Information to a Third Party or Parties is herein after referred to as the “Revealing Party.”
6. It is expressly understood and irrevocably agreed upon that the Confidential Information of each Party hereto is, and shall be, recognized by the other Parties as exclusive and valuable, which shall not by any circumstance be implemented or disclosed to other persons or entities without the express written consent of the Disclosing Party. None of the Parties shall negotiate or participate in any transaction utilizing the Confidential Information of the Disclosing Party or Parties without first obtaining the express written consent of the Disclosing Party or Parties and entering into a written fee Agreement with the Disclosing Party or Parties.
7. In the event a “Revealing Party” is required by law, regulation or court order to reveal any of the Disclosing Party's Confidential Information, the Revealing Party or Parties will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to enable the Disclosing Party to seek a protective order or other appropriate remedy from the appropriate body. The Revealing Party or Parties agree(s) to cooperate with Disclosing Party in seeking such order or other remedy. The Revealing Party or Parties further agree(s) that if Disclosing Party is not successful in precluding the requesting legal body from requiring the revelation of the Confidential Information, it or they will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
8. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Disclosing Party or Parties. All such information in tangible form shall be returned to Disclosing Party or Parties promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by the Party or Parties receiving said Confidential Information, or an Employee, Agent, Broker, Representative, and/or Affiliate of said Party or Parties.
9. The Parties hereby agree that the obligations imposed upon either Party herein shall not apply to Confidential Information that:
  - a) is or becomes publicly known through no wrongful act of the receiving Party;
  - b) was in the public domain at the time it was disclosed to the receiving Party;
  - c) was known to the receiving Party at the time it was disclosed;
  - d) is or was rightfully received from another without any breach of this Agreement;

- e) is independently developed by the receiving Party;
  - f) is approved for release by prior written authorization of the discloser; and/or g) is required by operation of law to be disclosed.
10. The Party or Parties seeking to establish any such an exception(s) has the burden of proving the exception(s) with written documentation.
  11. The Parties acknowledge that Confidential Information is unique and valuable to the Disclosing Party, and that any revelation of said Confidential Information in breach of this Agreement will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
  12. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any right, power or privilege hereunder.
  13. The Parties irrevocably agree and accept full responsibility and liability for their Principals, Officers, Directors, Trustees, Agents, Affiliates, Agents, Brokers, Representatives and/or Affiliates and/or any other related third Parties to maintain confidentiality relating to any information exchanged and any transaction entered into by the Parties.
  14. Non-circumvention. Each Party expressly agrees and warrants not circumventing, or attempting to circumvent, in any manner whatsoever, or permit any other person or entities through disclosure of any information to such person or entities, to circumvent the Parties to this Agreement in any present, pending, or future transaction.
  15. In the event of circumvention, whether directly or indirectly, the circumvented Party shall be entitled to a legal monetary penalty or award or whatever relief, legal or equitable, that a court of competent jurisdiction can and will award. This penalty or award levied against and paid by the Party engaged in said circumvention will also include all legal expenses in the recovery of said funds if awarded through legal action by the circumvented Party.
  16. Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, the Parties will not, without the prior written consent of the other, either directly or indirectly, on their own behalf, or in the service of, or on behalf of, others, solicit or attempt to solicit, divert or hire away any person employed by the other Party or any customer of the other Party.
  17. In the event of Solicitation, whether directly or indirectly, the Non-Soliciting Party shall be entitled to a legal monetary penalty or award or whatever relief, legal or equitable, that a court of competent jurisdiction can and will award. This penalty or award levied against and paid by the Party engaged in said solicitation will also include all legal expenses in the recovery of said funds if awarded through legal action by the Non- Soliciting Party.
  18. Any notices related to this Agreement shall be in writing and shall be delivered by certified mail or nationally recognized over-night courier to the addresses listed below to the address listed herein. Any Party may change its notice address by sending notice to the other Party or Parties.

19. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
20. It is further agreed that all Parties whose signatures appear below, duly endorse the Agreement and all Parties recognize, acknowledge and accept this as a legal, binding contract, to the laws of the United States of America or any foreign courts of competent jurisdiction.
21. The term of this Agreement shall be three (3) years from the greater of the date of this document or the last business transacted between the Parties.
22. As evidenced by the signatures below, the undersigned Parties do hereby agree to comply and abide in good faith with the terms, conditions and requirement of this Agreement.
23. The Parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being the State of California, United States of America.
24. General Conditions:
  - a) This Agreement constitutes the entire Agreement between the Parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or Agreements with regard to the subject matter hereof.
  - b) Any and all modifications or amendments to the Agreement must be in writing and signed by both Parties.
  - c) Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
25. Disputes. This Agreement shall be governed by the laws of the State of California and shall be binding upon the heirs, successors and assigns of the Parties. This provision shall survive the termination or expiration of this Agreement.
  - a) In the event a dispute shall arise between and among the parties as to their respective rights, duties, and obligations under this Agreement, or in the event of a claim or breach of this Agreement, the Parties agree that such disputes shall be exclusively resolved pursuant to Binding Arbitration under the Commercial Rules of the American Arbitration Association with the arbitration to occur at San Diego, CA.
  - b) The Arbitrator may award, in addition to declaratory relief, preliminary or permanent injunctive relief, compensatory damages, and shall award reasonable costs and attorneys' fees to the prevailing Party. The decision of the Arbitrator shall be final and shall be entitled to enforcement in any court of competent jurisdiction.
  - c) Awards of attorneys' fees and/or costs shall continue through any Enforcement Proceeding.
  - d) This provision shall not be construed so as to prohibit any Party from obtaining Preliminary or Permanent Injunctive Relief in any court of competent jurisdiction.
  - e) Good Faith Negotiation. In the event of any dispute arising out of this Agreement or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes. To this effect, they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a solution satisfactory to all the Parties.

26. A copy of this Agreement transmitted via facsimile, bearing the signature of one or any of the Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or all the Parties.
27. A facsimile copy of this document, when executed and transmitted, shall be considered a legal, binding and enforceable document. This document is executed under the penalty of perjury.

**AGREED TO AND ACCEPTED BY:**

**GREEN GROWTH INVESTMENTS, LLC**

**X**

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Jonathan Cantril  
Managing Partner

Name:  
Managing Member  
Date:

**CLIENT(s):**

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Signature  
Name:  
Date:

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Signature

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