

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“**Agreement**”) effective this 4th day of December, 2015, is entered into by and between Ashland Capital Partners (“**Recipient**”) located at _____ and the subject company in Project Cycle (“**Company**”). Recipient and Company sometimes are collectively referred to herein as the “**parties**” and individually as a “**party**”.

WHEREAS, the parties contemplate discussions and analyses concerning the possible purchase by Recipient of interests in Company (“**Purchase**”); and,

WHEREAS, in order to facilitate such discussions and analyses, certain confidential and proprietary technical, financial and/or other types of information may be disclosed between the parties orally or in writing:

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. The parties may exchange and disclose Confidential Information to the other for the sole purpose of discussing and analyzing a possible Purchase.
2. “**Confidential Information**” as defined in this Agreement shall mean all nonpublic, confidential and proprietary information that is disclosed by one party to the other for the purposes of this Agreement and shall include, but not be limited to, information relative to the disclosing party’s finances, assets, technology, ownership, capital structure, operations, business plans and prospects, information technology (including computer programs, source codes and applications related thereto), formulas, patents, trademarks, trade secrets, other intellectual property, customer and vendor identities and pricing information, as well as information regarding employees and contractors. The existence and provisions of this Agreement also shall be deemed Confidential Information.

Each party acknowledges that the Confidential Information of the other party may not be all-inclusive and/or contain all of the information the receiving party may wish to receive. NEITHER PARTY WARRANTS THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION, NOR ASSUMES ANY LIABILITY FOR LOSS OR DAMAGE ARISING FROM THE RECEIVING PARTY’S USE OF OR RELIANCE UPON ANY OF ITS CONFIDENTIAL INFORMATION UNLESS AND TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN A SUBSEQUENT LEGALLY BINDING DEFINITIVE WRITTEN AGREEMENT REGARDING THE PURCHASE. EACH PARTY DISCLOSES CONFIDENTIAL INFORMATION TO A RECEIVING PARTY “AS IS”.

3. The obligations imposed upon either party herein shall not apply to any information or data which:
- a. Has already or subsequently become(s) available to the public through no breach of this Agreement by the receiving party; or
 - b. Has been published prior to the date hereof; or
 - c. Is already available to or in the possession of the receiving party or its **“Representatives”** (as defined below) and was from a third party which, to the receiving party’s reasonable knowledge or belief, is not under an obligation of confidentiality to the disclosing party with respect to any such information or data; or
 - d. Was or is independently developed by the receiving party or its Representatives without the use of Confidential Information; and/or
 - e. Is required to be produced or disclosed pursuant to a requirement or request by legal process, subpoena, Civil Investigative Demand (or similar process), order, statute, law, rule, regulation or other legal or similar requirement promulgated or imposed by a court or by a judicial, regulatory, self-regulatory or legislative body, authority, organization (including stock exchange), agency, commission or committee or otherwise in connection with any judicial, administrative, investigation or similar proceeding (including in response to oral questions, interrogatories or other requests for information or documents) (collectively, **“Law”**), but only to the extent required to comply with such request.
4. All Confidential Information furnished by either party to the other shall be used solely in connection with analyzing a possible Purchase and/or directly in relation thereto. Confidential Information shall be returned (or destroyed by the receiving party, at the receiving party’s election) to the providing/disclosing party upon written request by the providing/disclosing party. Notwithstanding the foregoing, (a) receiving party and its Representatives may retain such Confidential Information to the extent relevant to demonstrate receiving party’s and its Representatives’ compliance with any legal, regulatory, self-regulatory, professional and/or contractual obligation or customary document retention policy, and (b) receiving party and its Representatives shall only be required to use commercially reasonable efforts to return or destroy such Confidential Information stored electronically. Except as permitted by this Agreement or required by Law, receiving party shall not disclose the providing/disclosing party’s Confidential Information to any third person or entity, other than to its Representatives, without the providing/disclosing party’s prior written consent, and will protect the Confidential Information by using the same degree of care (but no less than a commercially reasonable degree of care) as the receiving party uses to protect its own similar confidential and proprietary data. Each party will use the Confidential Information only for the purposes described in this Agreement.

5. Each party may give Confidential Information to its partners, officers, directors, members, employees, professional advisors, representatives, consultants, potential financing sources and potential co-investors (and their representatives) (collectively, “**Representatives**”), if those individuals *need to know* it to assist the receiving party to accomplish the purposes described in this Agreement. Such Representatives must be directed to observe the obligations of confidentiality that are set forth in this Agreement, all of which shall apply equally to all Representatives as such obligations apply respectively to the Recipient and the Company. Any unauthorized disclosure or use by any such Representatives shall, subject to and in accordance with applicable law, be deemed to be an unauthorized disclosure or use by the receiving party.
6. Without the prior written consent of the Company, if the Purchase is not consummated between Recipient and the Company, the Recipient shall not directly or indirectly for a period of one (1) year from the date of written notice from one party to the other party that the notifying party no longer desires to pursue a Purchase with the other party, hire, solicit or cause to be hired or solicited any employee, contractor or agent of the Company; provided that this Paragraph 6 shall not apply to prevent the Recipient from engaging in any general employment solicitations, so long as Recipient’s solicitation does not specifically target any of the above described Company employees, contractors or agents.
7. Each party acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the other party (the “**Breaching Party**”) and that the non-breaching Party (the “**Non-Breaching Party**”) may suffer irreparable harm as a result of any such breach. Accordingly, the Non-Breaching Party also will be entitled to seek equitable relief, including injunction and/or specific performance, as a remedy for any breach of this Agreement. Such equitable remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Non-Breaching Party. In the event of any legal or equitable proceedings relating to this Agreement, if a court of competent jurisdiction or other legal authority determines that the Breaching Party or any of its Representatives has breached this Agreement, such Breaching Party will be liable for, and will pay to the Non-Breaching Party and its Representatives, all costs, expenses and fees (including but not limited to court or filing costs, expert witness fees and reasonable attorneys fees) actually and reasonably incurred by the Non-Breaching Party and the Non-Breaching Party’s Representatives in connection with any such legal or equitable proceedings (including any appeal(s) or other proceedings relating thereto).
8. The provisions of this Agreement shall remain in effect until: (a) two (2) years from the date of written notice from one party to the other party that the notifying party no longer desires to consider a Purchase; or (b) the date the Company and the Recipient close a Purchase pursuant to a definitive, binding written agreement.
9. No disclosing or providing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further agreement or negotiation with the

other, to consummate or close a Purchase or to refrain from entering into any agreement or negotiation with any other person or party.

10. Each party represents and warrants it has the right to disclose any/all Confidential Information that it discloses or provides to the other party.
11. This Agreement constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous oral or written representations, with regard to the subject matter hereof. This Agreement may be changed or modified only by a written amendment signed by duly authorized representatives of both parties. This Agreement may not be assigned by either party, in whole or in any part, without the prior written consent of the other party.
12. Except as may be permitted by this Agreement or required by Law, Recipient and Company shall not disclose the fact of their discussions or any information concerning their discussions to any third persons or entities, except for their respective Representatives, and shall keep any such information in confidence pursuant to the terms and conditions hereof.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without giving effect to principles of conflicts of laws.
14. This Agreement is not intended to restrict, and shall not restrict, competition between the parties. Both parties agree that the other may be engaged in research, development, production, marketing, licensing or sale of similar services, goods or products to those being considered under this Agreement. These services, goods or products may be competitive with those of the other and may display or involve the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not use the Confidential Information of the other to do so.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same instrument. Each party agrees to be legally bound by its own E mailed, electronic or facsimiled signature, and agrees that it accepts the E mailed, electronic or facsimiled signature of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and is effective as of the date set forth above.

SDR Ventures, Inc.
Authorized Representative of the
Company

Name: _____

Title: _____

Date: _____

Recipient

A handwritten signature in black ink, appearing to read "Michael Foster".

Name: Michael Foster

Title: Director

Date: December 4 2015