

## **NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into effective as of 1/30/2019 by and between EVRMONT LLC ("**Customer**") and Earth Systems Pacific ("**Vendor**").

### **RECITALS**

**WHEREAS** Vendor will be exposed to Confidential Information (as defined below);

**WHEREAS**, Vendor acknowledges that Customer would suffer irreparable economic harm should such Confidential Information be made public by Vendor or third parties who obtain such information from Vendor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Vendor, Customer and Vendor hereby agree as follows.

### **AGREEMENT**

#### **1. Definitions.**

As used herein, the term "**Confidential Information**" shall mean information and material that is confidential and/or proprietary to Customer's business or the business of any affiliate or direct or indirect equity holder of Customer, including, without limitation, all information or material, whether furnished, witnessed or obtained before or after the date hereof that has or could have commercial value or other utility in Customer's business or the business of any of Customer's affiliates or direct or indirect equity holders, which the parties hereby agree includes any information or material regarding business dealings, transactions, activities, associations, financial or other affairs or interests. Confidential Information also shall include all information or material that reflects, is based upon, or that reasonably could be derived from, any such information or material in any medium whether in writing or in electronic or other form, whether obtained by Vendor through Vendor's own observations or in materials provided by Customer. All such information and material shall be treated by Vendor as Confidential Information.

**2. Confidentiality.** Vendor acknowledges and agrees that Vendor has or may have in the past, will or may continue to learn, obtain, acquire, be exposed to and/or become aware of Confidential Information and that all Confidential Information is private and confidential. Vendor agrees that Vendor shall not, directly or indirectly, verbally or otherwise, publish, reveal, disseminate, disclose, or cause to be published, revealed, disseminated or disclosed (any such act, a "**Disclosure**") any Confidential Information to any person, including, but not limited to, co-workers, business colleagues, friends, relatives, acquaintances, business entities, proprietors or creators of, content providers to or participants in social media, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers and any other enterprise involved in the print or electronic media, including individuals working or otherwise contributing or participating directly or indirectly for or on behalf of any of said entities or platforms ("**Third Parties**"). Vendor shall not, without Customer's prior written consent, take into Vendor's possession or control, nor deal with, use, or exploit (including enabling another to exploit) for Vendor's purposes or those of any Third Party, any Confidential Information owned by Customer or any affiliate or direct or indirect equity holder of Customer. Vendor acknowledges that any Disclosure by Vendor to any Third Party of any Confidential Information shall constitute a material breach of this Agreement. Vendor also agrees that this Agreement constitutes Confidential Information and Vendor shall maintain strictly the confidentiality of this Agreement except as required by law or necessary to comply with Vendor's confidentiality obligations.