

**ALPINE GROUP VENTURES, LLC**  
**MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

**THIS MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT** (the "**Agreement**") is effective as of this 20th day of August **2023** by and between Akash Agarwal, a resident of California, on behalf of Conmitto, Inc., ("**Counterparty**"), and Alpine Group Ventures, LLC, a Colorado limited liability company, together with Harmony Extracts, WPI Licensing, and their respective affiliates (collectively, "**Alpine**"),.

**WHEREAS**, Counterparty desires to disclose to Alpine certain confidential and/or proprietary information relating to Counterparty's business, products and services for the purpose of enabling Alpine to evaluate a possible business relationship with Counterparty; and

**WHEREAS**, Alpine desires to disclose to Counterparty certain confidential and/or proprietary information relating to its business and its possible need for Counterparty's products or services for the purpose of enabling Counterparty to evaluate a possible business relationship with Alpine; and

**WHEREAS**, Counterparty and Alpine desire to (a) establish terms governing the use and protection of certain confidential and/or proprietary information disclosed to one another, (b) prevent the circumvention by Alpine, on the one hand, and by Counterparty, on the other hand, and (c) prohibit the hiring of each other's employees, consultants and independent contractors.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Confidential Information and Confidential Materials.**

(a) "**Confidential Information**" means nonpublic information that one party hereto (the "**Disclosing Party**"), designates as being confidential or which, under the circumstances surrounding disclosure known to the Receiving Party, ought to be treated as confidential. "**Confidential Information**" includes, without limitation, verbal information as well as Confidential Materials (as defined below) containing or comprising business, financial and technical information and data, and information received from others that the Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to the other party hereto (the "**Receiving Party**") by or on behalf of the Disclosing Party is covered by this Agreement, subject to Paragraph 1(b) below.

(b) "**Confidential Information**" shall not include any information (except for "**Trade Secrets**", as that term under law is generally defined or understood) that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of this Agreement; (ii) became known to the Receiving Party from a source other than the

Disclosing Party other than by the breach known to the Receiving Party of an obligation of confidentiality owed to the Disclosing Party; or (iii) is independently developed by the Receiving Party.

(c) **"Confidential Materials"** shall mean all materials containing Confidential Information, including without limitation written or printed documents, computer disks or tapes, and all electronically stored copies such as e-mail or other computer files, whether machine or user readable.

(d) **Use of Confidential Information and Confidential Materials.** The parties agree and acknowledge that the Confidential Information and Confidential Materials to be exchanged and shared hereunder are for the sole purpose of evaluating a potential business relationship between Counterparty and Alpine and for no other purpose whatsoever. All Confidential Information and Confidential Materials shall be furnished without any representations or warranties as to accuracy, correctness or completeness.

## **2. Restrictions.**

(a) For the period commencing on the date hereof and ending on the later of (i) two (2) years following the date of this Agreement or (ii) the date on which the Confidential Information or the Confidential Materials shall no longer reasonably be deemed to be confidential or proprietary, the Receiving Party may use the Confidential Information and Confidential Materials only for the purpose of this Agreement and shall not use for any other purpose or disclose any Confidential Information or Confidential Materials to third parties, except as provided below; **provided, however**, that the restrictions set forth herein shall continue to apply to the Trade Secrets of the Disclosing Party indefinitely. Nevertheless, the Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, law or regulation, as required in the reasonable written opinion of the Receiving Party's counsel, including, without limitation, in accordance with the securities laws of the United States, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall cooperate fully with the Disclosing Party in obtaining at the Disclosing Party's expense an applicable protective order or equivalent.

(b) The Receiving Party shall take all reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information of similar nature and importance, to keep confidential the Confidential Information. The Receiving Party may disclose Confidential Information or Confidential Materials only on a need-to-know basis to its and its affiliates' employees, officers, directors and representatives including, without limitation, counsel and consultants (collectively, the **"Representatives"**), who agree to be bound by this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in connection with the Receiving Party's evaluation of a proposed business relationship with the Disclosing Party, and only as otherwise provided hereunder. The Receiving Party agrees to segregate all such

Confidential Materials from the confidential materials of others in order to prevent commingling.

### **3. Right and Remedies.**

(a) The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials (prepared by or on behalf of the Disclosing Party) at the Disclosing Party's request. All documents, memoranda, notes and other writings whatsoever, including without limitation electronic copies such as e-mail and computer files, whether machine or user readable, prepared by the Receiving Party or its Representatives based on the Confidential Information or Confidential Materials shall be destroyed at the Disclosing Party's request, and such destruction shall be certified in writing to the Disclosing Party.

(c) The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek *ex parte* injunctive or equitable relief from a court of competent jurisdiction. The Receiving Party agrees that the Disclosing Party shall not be required to post an injunction bond or any other security in connection with its seeking such injunctive or equitable relief.

**4. Non-circumvention.** Counterparty and Alpine hereby agree not to circumvent, avoid, bypass or obviate, directly or indirectly, the intent of this Agreement by capitalizing on the Confidential Information, Confidential Materials, or Trade Secrets disclosed or received hereunder with any corporation, partnership, individual, governmental authority or instrumentality or entity of any kind in connection with any project, financing (whether debt or equity) or other transaction.

**5. Hiring.** For the period of two (2) years following the date hereof, neither party shall, directly or indirectly, (i) solicit or encourage any employee, consultant, or independent contractor of the other party to leave the employ, service, or engagement of such other party or (ii) hire or engage any employee, consultant, or independent contractor of the other party within one year following the termination of such employee's, consultant's, or independent contractor's employment, service, or engagement by such other party.

## **6. Miscellaneous.**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right or license to the Receiving Party to or under the Disclosing Party patents, copyrights, trademarks, trade secrets or other proprietary information.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be construed to create any obligation on the part of either party to enter into any transaction or compensate each other in any manner, except as may be provided in a separate written agreement duly executed by both parties. Nothing in this Agreement should preclude either party hereto from entering into similar discussions with any third parties. Nor shall either party hereto be prohibited from entering into any agreement with any third party involving transactions similar to those contemplated under this Agreement. This Agreement shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one instrument. The parties may sign facsimile copies of this Agreement, which will each be deemed originals.

(c) This Agreement shall be construed and governed in accordance with the laws of the State of Colorado without reference to its choice of law rules. The parties hereby irrevocably consent to the personal jurisdiction of the federal and state courts located in the City of Denver and irrevocably agree that such courts shall be the exclusive forum for the resolution of all disputes arising hereunder. The prevailing party in any such dispute shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith.

(d) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(e) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(f) Subject to the limitations set forth in this Agreement, all obligations created by this Agreement shall survive the change or termination of the parties' business relationship as well as the termination of their discussions with respect thereto.

(g) Except as may otherwise be provided in any future definitive agreement between the parties, the Disclosing Party shall not have any liability or responsibility for

errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information or Confidential Materials disclosed under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Mutual NDA and Non-Circumvention Agreement as of the date first above written.

**Counterparty**

By: ALL Al

Of: Conmitto, Inc.

**Alpine Group Ventures, LLC and related entities**

By: \_\_\_\_\_  
Robert Brahms, Manager

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