

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made as of July 14, 2020 (the “**Effective Date**”) by and between AGTools, Inc. (hereinafter Company) having a place of business at 8502 E. Chapman Avenue, Ste. 137, Orange, Ca. 92869 , (including its Representatives as defined in Section 2) and Bruno Asobo, an individual with a contact address located at 15803 Bear Creek Pkwy, Redmond, WA 98052 Collectively both parties the (“**Parties**”) and each a (“**Party**”)

The Parties are in the process of evaluation and/or creation and/or consideration of a business relationship and transactions related to each Companies businesses and/or contacts and/or opportunities related to the marketing and sale of various software services and information services related to Agriculture. (“**Business Purpose**”).

In connection with such discussions, evaluations and considerations and analysis of technology, either party has provided and or may provide (the “**Discloser**”) to the other party (the “**Receiving Party**”) certain Confidential Information (defined below in Section 1), and each party agrees as follows:

1. Definition of Confidential Information. “**Confidential Information**” means (i) any and all confidential or proprietary technical and non-technical information or materials of either party in any form; and (ii) any and all confidential or proprietary technical and non-technical information or materials related to the past, present or future business or technology of either party in any form which is disclosed by the Discloser to the Receiving Party before or during the term of this Agreement (at any time) and which the Discloser reasonably considers to be their private or confidential information, ideas or materials. Confidential Information may include a wide variety of confidential or commercially sensitive information and materials and shall not be confined as to subject matter or content (it may include, for example, business information such as product and business development plans, vendor and supplier information, and marketing and consumer surveys); licensing and distribution arrangements; technical information, such as equipment and software designed for or utilized or to be utilized in any Discloser product or process, documentation, notes, analyses, compilations, forecasts, surveys, research, studies, specifications, drawings, file structures and engineering related thereto; trade secrets and processes (whether of technical or non-technical nature); product architectures, formulas, data, inventions (whether patentable or not), techniques, know-how, designs, drawings, schematics and specifications and similar items.

Without limitation, Confidential Information includes any materials or information related to the business or activities of Discloser that are not generally known to others engaged in similar businesses or activities; all ideas, improvements, modifications, changes and developments that are derived from or related to Discloser; and all information and materials belonging to or regarding third parties that Discloser or a third party would consider to be their private, confidential or proprietary information or materials. The relationship between the parties and the fact and substance of this Agreement shall also be Confidential Information.

2. Non-Disclosure, and Restriction on Use, of Confidential Information. Receiving Party shall not use, access, distribute or disclose Confidential Information without prior written consent by the Discloser. Receiving Party shall use Confidential Information of the Discloser only for the Business Purpose and not otherwise for its own benefit or that of any third party and shall maintain such information in strict confidence using the same degree of care to protect the information from unauthorized use, access or disclosure that it uses to protect its own confidential information of a similar nature, but not less than reasonable care. Receiving Party agrees to perform this Agreement in good faith and not to solicit or otherwise counsel, discuss, advise or encourage its parent companies, affiliates (including majority-owned subsidiaries), associates, joint ventures, partnerships, divisions, subsidiaries, directors, officers, personnel, agents, managers, members, partners, representatives, controlling stockholders or unit holders, employees, individual independent contractors or any third party (collectively “**Representatives**”) to utilize any Confidential Information to circumvent the obligations hereunder. Receiving Party shall promptly notify Discloser of any divulgence or misappropriation of Confidential Information disclosed to it hereunder.

Without limiting the foregoing, the Receiving Party shall not reverse engineer or otherwise decompile or disassemble any Confidential Information. Each party shall own any and all discoveries, developments, improvements, changes, modifications and derivations to its own Confidential Information and its own business, manufacturing or scientific processes, operations or practices derived from or created using its own Confidential Information. The Receiving Party agrees that a breach of this Agreement by any of its Representatives shall constitute a breach by such Receiving Party.

3. Release of Confidential Information. Receiving Party’s obligations under Sections 2 and 4 of this Agreement shall not apply with respect to any part of the Confidential Information disclosed to them hereunder if such parties can demonstrate that such information: (i) was at the time of disclosure or thereafter becomes, through no act or failure to act on the part of the Receiving Party or its Representatives, generally known or available to the public; (ii) was at the time of disclosure in the Receiving Party’s possession free of any obligation of confidence; or (iii) following disclosure by Discloser is rightfully furnished to the Receiving Party by a third party free of any obligation of confidence to the Discloser.

4. Disclosure to Representatives. Receiving Party may disclose Confidential Information of Discloser to its bonafide Representatives, provided such parties need to know the information in order to accomplish the Business Purpose, are informed of the confidential nature of the information, and are bound in writing by obligations of confidentiality with respect to such information that are no less protective than those set forth herein.

5. Disclosure Demands. Receiving Party may disclose the Confidential Information as and to the extent required by applicable law or a governmental authority of competent jurisdiction, provided the Receiving Party (i) gives Discloser a prompt written notice of such requirement so that Discloser may seek a protective order or other appropriate remedy to contest or limit such disclosure; and (ii) reasonably cooperate with Discloser in any such effort.

6. No Rights Granted. As between the parties, all Confidential Information is and shall remain the property of Discloser. No license or rights (implied or expressed) under any trade secrets, copyrights, or other rights are granted by this Agreement or any disclosure of Confidential Information. The Receiving Party shall not register or attempt to acquire the registrations of Discloser's patents, copyrights, trademarks or other proprietary rights, including, but not limited to, Confidential Information. None of the parties shall be under any obligation to consummate a business relationship, or to invest in the other, under this Agreement. This Agreement imposes no obligations on any party to purchase, sell, license, transfer or otherwise transact in any technology, services or products. This Agreement does not create any agency or partnership relationship between the parties hereto.

7. Warranties and Indemnification. Discloser shall neither have liability nor responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on any Confidential Information disclosed under this Agreement. The Receiving Party assumes all risk, known or unknown, incident to its use of the Confidential Information, and Discloser shall have no liability of any kind to the Receiving Party or any third party arising out of such use. DISCLOSER DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, RIGHTS UNDER PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS) WITH RESPECT TO THE CONFIDENTIAL INFORMATION PROVIDED BY DISCLOSER. THE RECEIVING PARTY ACCEPTS THE CONFIDENTIAL INFORMATION IN "AS-IS" CONDITION.

The Receiving Party shall indemnify and hold harmless the other party against all losses and expenses incurred by that party, including without limitation attorney's fees, that result from the breach of any part of this Agreement by the Receiving Party.

8. No Outside Contact. Each Receiving Party agrees not to contact outside the ordinary course of business: (i) any stockholder, unit holder, equity holder, partner, director, officer, employee, agent or advisor of the Discloser, or (ii) any customer, supplier or other person having a business relationship with the Discloser regarding the Discloser, the Discloser's assets, business, operations, affiliates, personnel, prospects or finances, the Confidential Information or the Business Purpose, except with the prior written permission of the Discloser.

9. Remedies. Receiving Party and its Representatives shall be liable for any breaches of this Agreement committed by the Receiving Party, its Representatives and by any person or third party to whom Confidential Information of Discloser is disclosed by the Receiving Party and its Representatives. Receiving Party acknowledges that an actual or threatened breach of this Agreement would cause irreparable harm to Discloser for which monetary damages are an inadequate remedy, and therefore, Receiving Party consents to the issuance of injunctive relief, if appropriate, without the posting of surety or bond or proving damages. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

10. Return of Confidential Information. Upon written request from Discloser or immediately after either party notifies the other in writing that it no longer wants to pursue the Business Purpose, Receiving Party shall return to Discloser or destroy (with certification by an authorized officer of Receiving Party delivered to Discloser, upon discloser's written request) all Confidential Information of the Discloser, all copies made by or on behalf of Receiving Party or its Representatives, and all extracts or analyses derived therefrom made by or on behalf of Receiving Party or its Representatives. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives will continue to be bound thereafter by the obligations of confidentiality and other obligations hereunder.

11. Right to Reject Agreement. Unless and until a definitive agreement between the parties (or their controlling stockholder(s), unit holder(s) or partner(s)) with respect to any Business Purpose has been executed and delivered, neither party nor any of its Representatives will be under any legal obligation of any kind whatsoever with respect to a Business Purpose. Each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party or its Representatives with regard to the Business Purpose and to terminate discussions and negotiations with the other party at any time and for any or no reason.

12. Export Laws. Receiving Party agrees to comply with all applicable export laws, regulations and decrees of the United States, any foreign government, or any agency of either.

13. Non-Solicitation. For a period commencing on the Effective Date and ending on the later of (i) two years after the termination of this Agreement, or (ii) two years after the expiration or termination of any separate written commercial agreement between the parties to this Agreement, neither Receiving Party nor any of Receiving Party's Representatives or any affiliate of the Representatives, shall directly or indirectly hire or employ, induce, solicit or entice any person or entity who is an officer, director, manager, member, partner, agent, advisor, representative, employee, contractor, supplier, customer or customer prospect of Discloser to leave the employment of Discloser or to reduce or alter their contractor, supplier, customer or business relationship with Discloser, as the case may be, for either employment by Receiving Party or any other person, organization, entity or company (including, without limitation, any other Discloser client, customer, contractor, or supplier). Receiving Party also agrees not to assist, induce or encourage others in doing any of the activities prohibited by this Section.

14. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable while so as to most nearly retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement and the future applications of such provision shall not in any way be affected or impaired thereby.

15. Governing Law. The Agreement shall be governed by, and interpreted in accordance with, California law without giving effect to choice of law principles that would require application of the laws of a different state. Any action or proceeding arising out of or relating to this Agreement shall be brought

exclusively in a court of competent jurisdiction, federal or state, located in Orange County, California. The parties hereby irrevocably consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court.

16. Complete Agreement; Waiver; Assignment Counterparts. This Agreement is the complete and exclusive understanding of the parties regarding Confidential Information, and supersedes all prior and contemporaneous communications between them, whether oral or written, concerning the subject matter hereof. No part of this Agreement may be waived or modified without the written consent of both parties. This Agreement may not be assigned by either party without the prior written consent of the other party hereto, except to a successor in interest to all or substantially all of the assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement. The expression "counterpart" shall include any executed copy of this Agreement transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart. The parties may execute and exchange this Agreement by imaged copy or facsimile transmission in separate counterparts.

17. Termination. This Agreement shall terminate upon the provision of thirty (30) days written notice of termination for any reason or no reason whatsoever by either party. Upon such termination, the parties shall return or destroy any and all Confidential Information in accordance with Section 10 above. Both parties shall continue to comply with the requirements of this Agreement for a period of five (5) years following the termination of this Agreement. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain through no fault of the Receiving Party or its Representatives.

[Signature page follows]

IN WITNESS WHEREOF, this Mutual Non-Disclosure Agreement has been e-signed by the parties hereto or by their duly authorized representatives as of the date set forth herein.

Company

By:_____

Name: Martha I. Montoya, CEO, Agtools Inc.

Date_____

By:_____

Name: Bruno Asobo

Address: for Notices shall be the US addresses as set forth in the Agreement with the parties above signed being primary points of contact.