

NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement ("Agreement") is made and entered into as of **July 21, 2025** ("Effective Date"), by and between:

****Disclosing Party:****

****chinabs Farm****, a company operating under the laws of California, United States ("Disclosing Party");

****Receiving Party:****

****Kevin Janvier****, with an email address at ****domain277@gmail.com**** ("Receiving Party").

Collectively referred to as the ****"Parties."****

1. Purpose

The Parties wish to engage in discussions regarding the ****Annual Crop Rotation Plan (2025)**** of chinabs Farm, and in connection therewith, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party. This Agreement sets forth the terms under which such Confidential Information (as defined below) shall be protected.

2. Definition of Confidential Information

For purposes of this Agreement, ****"Confidential Information"**** means any non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or other form, including but not limited to:

- ****Annual Crop Rotation Plan (2025):****
 - ****Spring:**** Sweet Corn
 - ****Summer:**** Tomatoes, Bell Peppers
 - ****Fall:**** Pumpkins
 - ****Winter:**** Cover Crop (Ryegrass)

Confidential Information also includes any analyses, compilations, studies, or other materials derived from such information, whether prepared by the Disclosing Party or the Receiving Party.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) Maintain the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party.
- b) Use the Confidential Information solely for the purpose of evaluating potential business discussions with the Disclosing Party and for no other purpose.
- c) Take all reasonable precautions to prevent unauthorized access, use, or disclosure of the Confidential Information, employing at least the same degree of care as it uses to protect its own confidential information.
- d) Not reverse engineer, decompile, or disassemble any Confidential Information provided in tangible or digital form.

4. Exclusions from Confidentiality

The obligations of confidentiality shall not apply to information that:

- a) Was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- b) Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- c) Is lawfully obtained from a third party without restriction on disclosure;
- d) Is independently developed by the Receiving Party without reliance on or reference to the Confidential Information.

5. Term and Termination

- a) **Term:** This Agreement shall remain in effect for **two (2) years** from the Effective Date.
- b) **Termination:** Either Party may terminate this Agreement with written notice to the other Party. However, the confidentiality obligations shall survive termination for a period of **two (2) years** from the date of disclosure of the last piece of Confidential Information.

6. Return or Destruction of Confidential Information

Upon written request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly:

- a) Return all originals and copies of Confidential Information in its possession or control; or

b) Certify in writing the destruction of all such materials.

**7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the ****State of California, United States****, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in California.

**8. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

**10. Miscellaneous**

- a) ****No License Granted:**** Nothing in this Agreement grants any rights, title, or interest in the Confidential Information to the Receiving Party.
- b) ****No Obligation to Proceed:**** Neither Party is obligated to proceed with any transaction or business relationship as a result of this Agreement.
- c) ****Amendments:**** Any modifications to this Agreement must be in writing and signed by both Parties.
- d) ****Waiver:**** Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

****Disclosing Party:****

****chinabs Farm****

By: _____

Name: _____

Title: _____

Date: _____

****Receiving Party:****

****Kevin Janvier****

By: _____

Name: Kevin Janvier

Date: _____

This document is a legally binding agreement. Consult a legal professional before signing.