

# **EXHIBIT 1**

THIS NON-DISCLOSURE AGREEMENT (this “NDA” or “Agreement”) is entered into and made effective on June 1, 2023 (the “Commencement Date”), between NAP IV, LLC (“Provider”) and Qube USA, LLC (“Recipient”).

### Recitals

WHEREAS the Recipient(s) of this NDA are evaluating a business opportunity for Provider in a New York CUARD Cannabis Retail License at a location in Times Square that the Provider will provide (the “Opportunity”);

WHEREAS Provider desire to disclose and Recipient(s) wish to receive certain Confidential Information (as defined below) to be used only to evaluate the Opportunity;

WHEREAS Provider wishes to protect such Confidential Information from unauthorized use and disclosure;

WHEREAS this NDA is intended only to cover the Opportunity at the specific location in Times Square and allow the specific exchange of Confidential Information in order to properly evaluate the Opportunity;

NOW, THEREFORE, in consideration of the disclosure of such Confidential Information, and the covenants set forth below, the parties agree as follows:

### Agreement

#### 1. Definitions:

“**Confidential Information**” means oral, written or electronic information, or information in any other form, relating to the business, affairs, financial condition, assets, liabilities, operations, trade secrets and other aspects of Providers, and their respective affiliates and subsidiaries, that are non-public, confidential or proprietary in nature, and that were transmitted by Providers or their agents, representatives, successors, subsidiaries, and assigns, including, but not limited to, any information that was previously made available to Recipient(s) by Providers or their agents, representatives, successors, subsidiaries, and assigns, on a confidential basis. Confidential Information shall not include: (a) information which was known to Recipient prior to disclosure by Provider; (b) information which is publically known or becomes known other than as a result of a breach of this Agreement; and/or (c) information which the Recipient independently develops or independently becomes aware of from a third party without a duty of confidentiality to the Provider.

2. Non-disclosure. Recipient(s) shall not use or permit others to use Confidential Information provided to him/her, except as set forth in this NDA, and shall not disclose to any other person (i) the existence of this NDA, (ii) that the parties are negotiating or exploring the Opportunity, or (iii) that the Confidential Information has been made available.

3. Obligation to Safeguard. Recipient(s) shall use reasonable efforts to (a) safeguard the Confidential Information from disclosure to anyone other than as permitted herein, (b) prevent the Confidential Information from being used to the competitive disadvantage of Provider, and (c) protect the Confidential Information from loss, theft or destruction.
4. Disclosure to Representatives: Recipient(s) shall not furnish the Confidential Information to any other person, his/her agents, employees, representatives, successors, subsidiaries, and assigns ("Representatives") without written authorization from the Providers; provided Recipient may disclose this information to their legal and business representatives who are under a legal duty to keep such information confidential. Recipient(s) shall only make this request for those who need to know the Confidential Information in order to satisfy the purposes of this NDA and who know the confidential nature of the Confidential Information and who agree to be bound by the terms of this NDA.
5. Ownership. The Confidential Information is and shall remain the exclusive property of Providers, and Recipient(s) shall not copy or reproduce the Confidential Information, except for a limited number of the Recipient(s) Representatives for the purposes of fulfilling any agreement between the Providers and Recipient(s). At the request of Providers, Recipient(s) shall promptly return, destroy or delete (in the case of electronically stored Confidential Information) all notes, memoranda, correspondence, documents, data or other records, containing or comprising any part of the Confidential Information, including all copies thereof, then in Recipient(s) possession, whether furnished by Providers or prepared by Recipient(s).
6. Non-Circumvention. Recipient hereby agree that without Provider's prior written consent, neither Recipient nor any of his/her Agents or Representatives shall, during the Term (as defined below) or for a period of eighteen (18) months following expiration of the Term, directly or indirectly participate in any discussion or negotiation, or enter into or participate in any agreement or transaction with respect to the Opportunity identified by Providers.
7. Non-Disclosure of Existence of Negotiations and Identity.
  - a. *Non-Disclosure of Existence of Negotiations.* Without the prior written consent of the Providers, neither the Recipient(s) nor any Representative on their own behalf or on the behalf of the Recipient(s) shall disclose to any third party that discussions or negotiations are taking place between the Parties concerning the Opportunity, including but not limited to the status of such discussions or negotiations. This is a material provision to this Agreement and the Providers would not have disclosed any Confidential Information but for this provision.
  - b. *Non-Disclosure of Existence of Identity.* Without the prior written consent of the Providers, neither the Recipient(s) nor any Representative on their own behalf or on the behalf of the Recipient(s) shall disclose to any third party the identities of the person directly involved with the Opportunity. This is a material provision to this Agreement and the Providers would not have disclosed any Confidential Information but for this provision.

8. No License Granted. Neither this NDA nor the disclosure of any Confidential Information to Recipient(s) shall be construed as granting to Recipient(s) any license or rights in respect of any part of the Confidential Information.
9. No Representations or Warranties. Providers make no representations or warranties regarding the Confidential Information or its completeness, reliability or accuracy.
10. No Obligation. Providers shall not be obligated to provide any information as a result of this NDA, and nothing in this NDA shall obligate Providers to enter into a definitive agreement with Recipient(s) or otherwise proceed with the Opportunity.
11. Term. This Agreement shall be effective as of the date hereof, and shall terminate two (2) years from the date hereof (the "Initial Term").
12. Legally Required Disclosure. If any or all Recipient(s) are legally required to disclose any Confidential Information or any facts relating to this NDA or the Opportunity, Recipient(s) shall promptly notify Providers in writing so that the Providers may seek a protective order or other appropriate remedy or waive compliance with the provisions of this NDA. If such protective order or remedy is not obtained, or should Providers waive compliance with the provisions of this NDA, in part or in whole, Recipient(s) will furnish only that portion of the Confidential Information, which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

**In the event that the Recipient(s) is requested or required by subpoena, third party or other court order to disclose any of the Providers Confidential Information, the Recipient(s) will provide immediate notice of such request within 2 days to the Providers via certified mail and via telephonic means. Recipient(s) will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted.**

13. Equitable Relief. A breach of this NDA may cause Providers either individually or collectively to suffer loss that cannot be adequately compensated for by monetary damages alone. In addition to claiming damages in respect of such loss (as more particularly set forth below), Providers (as applicable) may seek an injunction, or other equitable relief to specifically enforce the terms of this NDA and such right shall be cumulative and in addition to any other remedies which may be available to Providers (as applicable).
14. Miscellaneous
  - a. *Governing Law; Venue.* This NDA is made under and will be governed by and construed in accordance with the laws of the State of New York. The parties hereby irrevocably and unconditionally consent to submit to - and waive any objection to the laying of venue in - in New York, New York, for any actions, suits, controversies or proceedings arising out of or relating to this NDA and the transactions contemplated hereby (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts). The parties further agree that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth herein shall be effective service of process for any action, suit or proceeding brought against the parties in any such court.

- b. *Assignment.* This NDA shall not be assigned without the prior written consent of Providers, which shall be at their sole and absolute discretion. This NDA will bind and inure to the benefit of each party's successors and permitted assigns.
- c. *Notice.* Any notice or communication required to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, if to:

To Provider:

NAP IV, LLC  
770 River Road, #726  
Edgewater, NJ 07020

With a copy to:  
**Genova Burns**  
494 Broad Street  
Newark, NJ 07102

To Recipient:

199 Hawleys Corners Rd  
Highland, NY 12528

info@qubeusa.com


Notice shall be deemed given when actually received by the receiving party.

- d. *Entire NDA; Modification.* This NDA contains the complete understanding between the parties concerning its subject matter and all representations, agreements, arrangements and understandings between the parties, whether oral or written have been fully merged herein and are superseded hereby. Except as set forth above, only a writing signed by both parties may modify this NDA.
- e. *Counterparts.* This NDA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- f. *Conflicts with other Non-Disclosure Agreements.* In the event there is a conflict between the NDA and other non-disclosure agreements executed by the parties, the NDA shall supersede and take precedence over the other non-disclosure agreements regarding the conflicted issue(s).
- g. *Severability.* If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity and enforceability of such provision in every other respect and of the remaining provisions hereof shall not be impaired or affected, it being intended that all of the rights and privileges shall be enforceable to the fullest extent permitted by law.

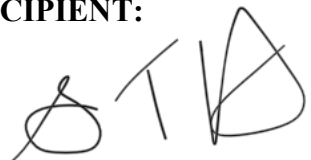
- h. *Independent counsel and accountants.* Each party hereto acknowledges that it has had a sufficient opportunity to consult independent legal counsel and independent accountants of its choosing and has done so to its satisfaction concerning the provisions of this Agreement and entered into this Agreement intending to be legally bound. The parties hereto are relying solely upon the advice of their own independent counsel and accountants and are not relying in any manner or way on the advice or counsel of the other party's counsel, accountants, or other advisors.

IN WITNESS WHEREOF, and intended to be legally bound hereby, the parties have caused this NDA to be executed by their duly authorized persons or officers as of the date first written above.

**PROVIDER:**

By:   
Name: V. Michael Korytny on behalf of NAP IV, LLC

**RECIPIENT:**

By:   
Name: George Vlamis on behalf of Qube USA LLC