

NON-DISCLOSURE AGREEMENT

(DISCLOSURES BY LOCALYFE, INC.)

This Non-Disclosure Agreement (the "Agreement") is made and entered into, as of Feb. 28, 2018 ("Effective Date"), by and between Localyfe, Inc. ("Company"), having a principal place of business at 20660 Stevens Creek Blvd. #266, Cupertino, CA 95014 and Noah Huntington, having a principal place of business at 2514 5th Ave, Canyon TX 79015 ("Recipient").

1. Definition of Confidential Information. "Confidential Information" means (a) any financial, technical and non-technical information related to the Company's business and current, future and proposed products and services of each of the parties, including for example and without limitation, the Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information the Company has received from others that may be made known to Recipient and which the Company is obligated to treat as confidential or proprietary.

2. Nondisclosure and Nonuse Obligations. Recipient will not use any Confidential Information except to the extent necessary for the purpose described below the signatures to this Agreement (the "Purpose") and Recipient will not disseminate or in any way disclose any Confidential Information to any third party, except as such disclosure is expressly permitted in this Agreement. Furthermore, neither party may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any third party or make any public announcement of such negotiations, discussions or consultations without the prior written approval of the other party. Recipient shall treat all Confidential Information with the same degree of care as Recipient accords to

Recipient's own confidential information, but not less than reasonable care. Recipient shall disclose the Confidential Information only to those of Recipient's employees, consultants and contractors who need to know the information to assist Recipient with respect to the Purpose. Recipient certifies that each of its employees, consultants and contractors will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) do not apply to any of information that Recipient can demonstrate: (a) is publicly available at or subsequent to the time the Confidential Information was communicated to Recipient by the Company through no fault of Recipient; (b) is rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by the Company; (c) is developed by employees or agents of Recipient independently of and without use of or reference to any of the Confidential Information; or (d) is communicated by the Company to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of the Confidential Information (1) in response to a valid order by a court or other governmental body; (2) as otherwise required by law; or (3) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All of the Confidential Information and Evaluation Material are the property of the Company and no license or other rights to the Confidential Information or Evaluation Material is granted or implied hereby. "Evaluation Material" means all reports, studies, analyses, interpretations, compilations, memoranda, notes and any other written or electronic materials prepared by Recipient or any of its Representatives which contain, reflect or are derived or based, in whole or in part, upon any Confidential Information. "Representatives" means and includes a party's directors, officers and other employees, as well as their financial advisors, legal counsel, accountants, consultants and other advisors, agents and representatives. All materials (including, without limitation, documents, drawings, papers, storage media, tapes, models, apparatus, sketches, designs and lists) furnished by the Company to Recipient (whether or not they contain or disclose the Confidential Information) are the property of the Company. Within five (5) days after any request by the Company, Recipient shall, to the extent reasonably possible, destroy (including delete) or deliver to the Company, at the Company's option, (a) all Company-furnished materials and (b) all materials in Recipient's possession or control (even if not Company-furnished) that contain or disclose any of the Confidential Information or Evaluation Material, except that Recipient may keep a copy of the Confidential Information if required for its records to establish its compliance with this Agreement. Upon request, Recipient will provide the Company a written certification of Recipient's compliance with Recipient's obligations under this Section.

5. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding any Confidential Information's completeness, accuracy or performance.

6. No Export. Recipient will obtain any licenses or approvals the U.S. government or any agency thereof requires prior

to exporting, directly or indirectly, any technical data acquired from Company pursuant to this Agreement or any product utilizing that data.

7. Term. This Agreement will govern all communications from Company to Recipient that are made from the Effective Date to the date on which either party receives from the other party written notice that subsequent communications shall not be so governed, except that Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) will continue in perpetuity with respect to Confidential Information of Company that Recipient has previously received unless those obligations terminate earlier pursuant to Section 3 (Exclusions from Nondisclosure and Nonuse Obligations).

8. No Assignment. Recipient shall not assign its rights, or delegate any performance, under this Agreement without the prior written consent of Company. Any purported assignment of rights or delegation of performance in violation of this Section is void.

9. Injunctive Relief. A breach of this Agreement will cause irreparable and continuing damage to Company for which money damages are insufficient, and Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.

10. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, if Recipient is an individual, Recipient acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Recipient files a lawsuit for retaliation by the Company for reporting a

suspected violation of law, Recipient may disclose the trade secret to Recipient's attorney and may use the trade secret information in the court proceeding, if Recipient (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

12. Governing Law; Forum; Legal Fees. The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Santa Clara County, California, personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

13. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

14. Waiver; Modification. If Company waives any term, provision or Recipient's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by Recipient. This Agreement may be modified only if authorized representatives of both parties consent in writing.

15. Entire Agreement. This Agreement constitutes the final and exclusive agreement between the parties with respect to the treatment of Confidential Information disclosed hereunder. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date.

“Company”

LOCALYFE, INC.

By: _____

Brian McAllister
CEO

“Recipient”

Noah Hutington

By:  3/1/2018

Noah Huntington
GIS Developer

Purpose: Discussion of LocaLyfe business and plans; provision of services by Recipient