

## **NON-DISCLOSURE AND INDEMNIFICATION AGREEMENT**

This NON-DISCLOSURE AND INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of March 25, 2019, by and between **Planet-3, LLC**, a Montana limited liability company, Greenhouse Farmacy, and Emmie Purcell "the Receiving Party". For purposes of this Agreement, "Company" shall be deemed to include any parent, subsidiary, affiliate, or entity under common control with any entity constituting Planet-3, LLC.

**1. Confidential Information.** As used herein, the term "Information" means all oral or written information concerning the documents, Company's Controlled Substance Waste Disposal Plan and Hemp Flower Extraction/Processing MBR (PLANET-3 LLC) (collectively the "Disposal and Processing Documents"), and any other information received from others that either party is obligated to treat as confidential, and business matters of the Company (whether transferred orally, in writing, visually, electronically or by any other means), furnished (whether before or after the date hereof) by the Company or its respective members, directors, officers, employees, affiliates, representatives (including without limitation consultants, financial advisors, attorneys and accountants) or agents (collectively, "Representatives") to the Receiving Party or its Representatives, and all analyses, compilations, forecasts, studies or other documents prepared by the Company, or their respective Representatives. The term Information will not, however, include information which (a) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives, (b) is or becomes available to the Receiving Party on a nonconfidential basis from a source (other than the Company or its Representatives) which, to the knowledge of the Receiving Party at the time of receipt, is not prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation, (c) is independently developed by the Receiving Party as demonstrated by written or documented evidence, or (d) was known by the Receiving Party prior to disclosure to the Receiving Party by the Company or its Representatives, as demonstrated by written or documented evidence.

**2. Obligations of the Receiving Party.** Receiving Party shall hold and maintain the Information in strictest confidence. Receiving Party shall carefully restrict access to Information to its consultants, employees, and attorneys as is reasonably required. Receiving Party shall not, without prior written approval of the Company, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Company, any confidential Information.

**3. Non-Use and Non-Disclosure.** During and after its involvement with the Company, Receiving Party will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Information, and will not (i) use the Company Information for any purpose whatsoever other than for the purpose prescribed or permitted within the Information; or (ii) disclose the Company Information to any third party without the prior written authorization of the Member, President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law, the Receiving Party shall provide prior written notice to the Member, President, CEO, and General Counsel of Company (as applicable). The Receiving Party agrees that the Receiving Party obtain no title to any Company Information, and that as between Company and the Receiving Party, Company retains all Information as the sole property of Company. The Receiving Party understands that its obligations under this Paragraph 3 shall continue after termination of the Agreement.

**4. Indemnification and Hold Harmless.** The Receiving Party agrees to indemnify and hold harmless the Company, its subsidiaries, officers, directors, agents, and employees from any compliant, claim, disputes, adverse ruling or finding, judgment, fines or damages related to receiving parties use of the Information, specifically but not limited to the Disposal and Processing Documents, or its principals, owners or employees for any service or product rendered or advice given to the Receiving Party.

**5. Liquidated Damages.** In addition to any other damages or remedy available under law or equity, the Receiving Party acknowledges and agrees to pay the Company a non-dischargeable cash award under 11 U.S. Code § 523(a)(2), (4), and (6) of \$25,000.00 for the first incident of disclosure, doubling each time for each incident thereafter to a maximum of \$100,000.00 per incident as liquidated damages in the event the Receiving Party violates this Agreement.

**6. Waiver.** Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**7. Governing Law; Waiver of Jury Trial.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Montana, without regard to its conflicts of laws principles. **THE RECEIVING PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS NDA.**

**8. Venue and Jurisdiction.** Venue and jurisdiction for any action arising out of this agreement shall be in the state of Montana.

**9. Attorneys' Fees and Costs.** In any action brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of maintaining such action, including, without limitation, reasonable attorneys' fees and expenses incurred before such action is commenced, before trial, arbitration, or mediation, if necessary, and appeal, whether the action is at law inequity or in bankruptcy case or proceeding including efforts to modify any automatic stay or judgment, or state receivership action.

**10. Disclaimer.** The Company and the Receiving Party have carefully read this Agreement. The Receiving Party has discussed, or knowingly and willingly forgone discussion, the legal effects of the Agreement with its attorneys, understands the contents hereof, and signs the same of their own free will and accord. By signing this Agreement the Receiving Party acknowledges that information given to the Receiving Party within the Disposal and Processing Documents as well as any services rendered or advice given by the Company's principals, owners or employees does not constitute legal advice. The Agreement shall be binding upon the parties' heirs, successors, personal representatives, attorneys, and assigns.

**11. Severability.** If any provision or portion of this NDA is held Invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this NDA shall nevertheless be construed so as to remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this NDA as of the date first above written.

Planet-3, LLC

By: \_\_\_\_\_, Member

Date: \_\_\_\_\_

The Receiving Party:

Company Name: Greenhouse Farmacy

By: \_\_\_\_\_

Date: \_\_\_\_\_