



MUTUAL NON-DISCLOSURE, NON-COMPETITION and NON-CIRCUMVENT AGREEMENT

This Mutual Non-Disclosure, Non-Competition and Non-Circumvent Agreement (this "Agreement") is entered into as of _____, by and between VENDON MCLED, individually and as a principal of METROCITY CAPITAL GRP, INC./DBA METROCITY CANNA CAPITAL, and _____, individually and as a principal of _____ (the "Company" or "Recipient") (each a "party," and collectively, "the parties."). It is the intention the parties to enter a relationship to facilitate the purchase/sale of HEMP Crystalline Isolate, THC-free, materials which are federally and state compliant and/or cannabis related materials and products, i.e. (CBD & THC) (hereinafter "Products") within the United States (CBD Only) and (THC is only sold in the State of California to an entity(ies) that holds a cannabis License issued by the Bureau of Cannabis Control California);

WHEREAS, the parties have already entered into, or are contemplating entering into, a business relationship or transaction (the "Transaction"); and

WHEREAS, for the purpose of evaluating, entering into or performing the Transaction (the "Purpose"), a party (the "Discloser") may disclose to the other party (the "Recipient") certain proprietary or confidential information of Discloser and the parties acknowledge the importance of safeguarding and non-circumventing the confidentiality of such confidential information.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information.

a. As used herein, "Confidential Information" shall mean, without limitation;

i. any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, any third party processing/business relationships whether under contract or not, and any intellectual property owned or licensed by Discloser or relating to Discloser or any of its principals' or affiliates' business, projects, operations,

finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), or any proposed change thereto;

ii. any Offering or Placement Memorandum and all data, reports, records (financial and otherwise), trade secrets, verbal communications and/or other materials obtained in connection with the execution of this Agreement and thereafter, including, without limitation, the knowledge that Client may be seeking to complete transactions;

iii. any other information disclosed by Discloser and designated by Discloser as confidential, including personal contact information. By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by Discloser or any affiliate thereof, software programs and documentation licensed by third parties to Discloser, and any other similar information or material;

iv. the business or financial condition of Discloser or directly or indirectly related to Discloser's companies or investments or its internal administrative, billing and accounting systems;

v. customer lists, telemarketing lists, vendor lists, employee personnel information and policies and procedures;

vi. Discloser's products and services;

vii. business or financial information directly or indirectly related to Discloser's companies and investments; and

viii. the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as "Contacts." The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement; and

ix. other processes and procedures employed by Discloser.

b. Notwithstanding the foregoing, Confidential Information shall not include information:

i. currently in or which becomes part of the public domain (other than as a result of a breach of this Agreement);

ii. in Recipient's possession or known to Recipient prior to its receipt from Discloser pursuant to this Agreement; and

iii. independently developed by Recipient without reference to the Confidential Information of Discloser or known through a party other than Discloser, which party has no duty of confidentiality to Discloser, as demonstrated by written record.

2. Obligations of Recipient.

a. Recipient agrees to hold all Confidential Information in strict confidence and shall not, without the express written permission of Discloser:

i. disclose any Confidential Information to third parties; or

ii. use Confidential Information for any purposes whatsoever, other than the Purpose.

b. Without limiting the generality of the foregoing, Recipient shall be permitted to disclose Confidential Information only

i. to its officers, employees and consultants (which consultants shall have first agreed in writing to treat such Confidential Information in a manner consistent with Recipient's confidentiality obligations hereunder) who have a need to know such Confidential Information in furtherance of the Purpose, and who are informed of and agree to the terms hereof, provided that Recipient will be liable for breach by any such person or entity; and

ii. as required to be disclosed in any civil or criminal legal proceeding or any regulatory proceeding or any similar process, provided that Recipient first notifies Discloser of such proceeding or process and provides Discloser with reasonable assistance in challenging such request, if so requested by Discloser.

c. Recipient shall not make any copies of the Confidential Information except as necessary for its employees or consultants with a need to know. Any copies that are made shall contain, and Recipient shall not remove, existing copyright and/or other proprietary marks appearing on original documents as provided by Discloser.

d. Recipient shall use its best efforts to assist Discloser in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

e. Without limiting the foregoing, Recipient shall immediately advise Discloser in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and shall cooperate in seeking injunctive relief against any such person.

3. Title. Title or the right to possess Confidential Information as between the parties shall remain in Discloser. Recipient shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Recipient for the limited purposes contemplated hereunder.

4. No Obligation of Disclosure; Return of Information. Discloser has no obligation to disclose

Confidential Information to Recipient. Upon the consummation or sooner termination of the Transaction, or at any time upon Discloser's request, Recipient shall promptly, at Discloser's option, either return or destroy all (or, if Discloser so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Recipient shall certify in writing as to its compliance with the foregoing.

5. Legal Requirement to Disclose. In the event that the Recipient, or anyone to whom it is authorized to transmit the Information to, becomes legally compelled to disclose any of the Information, it will provide the Discloser with prompt notice, in order for Discloser to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Discloser waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Information that is legally required and will exercise its best efforts, at the expense of the Discloser, to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Information.

6. No Disclosure of Agreement. The parties agree not to disclose to any third party:

- a. the existence or contents of this Agreement;
- b. the nature or purpose of the parties' relationship as it pertains to the Purpose of this Agreement; and
- c. the status of the parties' relationship as it pertains to this Agreement.

7. No Employee Solicitation. During the term of this Agreement and for a period of two (2) years thereafter, either directly or indirectly, on its own behalf or in the service of or on behalf of others, neither party shall divert, solicit or hire away, or attempt to divert, solicit or hire away to any person, concern or entity, any person employed by either party, whether or not such employee is a part or fulltime, temporary or permanent employee and whether or not such employment is pursuant to a written agreement, for a determined period, or at will.

8. Non-Competition, Non-Circumvention. Both parties agree that neither party shall compete with nor circumvent the other party with regards to any third-party or relationship facilitated, introduced or otherwise as a result of disclosure of Confidential Information from one party to the other party. All Information is considered highly sensitive and strictly confidential. Accordingly, the parties will maintain such Information in the utmost confidence. The parties will not use or exploit the Information for any purpose other than evaluating the desirability of the potential products and/or services.

a. The parties will limit disclosure and transfer of Information to each party's employees, directors, officers, agents and representatives ("Representatives") that have a legitimate need to review the Information in evaluating utilization of the products and/or services.

b. The parties and their officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly with any client, provider or vendor of the other party which Disclosing Party has identified as having access to the Confidential Information.

- 9. Competitive Products and Services.** Each party acknowledges that the other party (including certain of its affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products as those being considered under this Agreement. Such services or products may be competitive with those of the other party and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not utilize the Information of the other party in order to do so.
- 10. Damages.** The parties agree that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The parties recognize violation of this Agreement could cause irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the parties agree that the injured party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the injured party deems appropriate. This right shall be in addition to any other remedy available to the injured party in law or equity. In addition, said injured party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
- 11. Liquidated Damages.** In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to no less than three (3) times the fee the circumvented Party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence.
- 12. Attorney Fees.** If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.
- 13. Purchase or Fee Agreements.** The Parties agree that due to the many variables surrounding each business transaction that will occur because of this Agreement, the fee to be paid and/or the fee structure between the Parties may vary. A separate fee or purchase agreement may outline compensation for each business transaction. The fee or purchase agreement must be drafted and acknowledged by signature before the commencement of each business transaction.
- 14. General.**
- a. This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
 - b. The failure of Discloser to enforce any right resulting from breach of any provision of this Agreement by Recipient will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
 - c. Recipient agrees that, in the event of any breach of any provision hereof, Discloser shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction. Such injunctive relief will in no way limit Discloser's right to obtain other remedies available under applicable law or replace the Liquidated Damages Clause in section 11.

d. The term of this Agreement will be for two (2) years. This Agreement will be governed by, and construed in accordance with, the laws of the State of California without reference to conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate state of federal court sitting in Los Angeles County, California.

e. Should any one or more of the provisions contained in this Agreement be held invalid by a court of competent jurisdiction that shall in no way affect the legality and enforceability of the remaining provisions contained herein.

f. This Agreement constitutes the entire agreement between the parties with respect to the disclosure of Confidential Information and non-circumvention and may not be amended except in a writing signed by a duly authorized representative of the respective parties.

g. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts, when taken together, shall constitute but one agreement.

h. BUYING HEMP PRODUCTS MAY INVOLVE UNDISCLOSED RISK THAT HAVE NOT BEEN FULLY EVALUATED OR DISCLOSED TO ANY AGENTS INVOLVED WITHIN THIS CONTRACT. BUYER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY HEMP PRODUCTS AND AGREES TO RELY SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE PRODUCTS BEING PURCHASED. ALL AGENTS ARE ADVISED TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.

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

Company Name

By: _____ Date: _____
Name: _____, individually and as _____
E-mail:
Mailing Address:
City, State, Zip:

METROCITY CAPITAL GROUP, INC. dba METROCITY CANNA CAPITAL

DocuSigned by:
Vendon McLeod
By: _____ Date: _____
Name: Vendon McLeod, individually and as Senior Executive Vice President
E-mail: vendonmcleod@metrocitycap.com
Mailing Address: 1320 Willow Pass Road, Suite 600
City, State, Zip: Concord, CA 94520