

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made effective as of \_\_\_\_\_, 2018 (“**Effective Date**”) by and between MonCheri, LLC d/b/a GreenMCMeds, an Illinois limited liability company, with a principal office at 233 E. Erie St., Ste. 506, Chicago, Illinois 60611 (“**Company**”), and \_\_\_\_\_, a(n) \_\_\_\_\_, with a principal office at \_\_\_\_\_ (“**Recipient**”).

In consideration of the premises and mutual agreements contained herein, each party to this Agreement hereby agree as follows:

1. Purpose for Disclosure. The parties will be discussing a business opportunity of mutual interest (“**Transaction**”), and in their discussions, may disclose to the other party “Confidential Information” (as defined below). All Confidential Information furnished pursuant to this Agreement is done so solely for the purpose of evaluation of each party’s current potential interest in the Transaction and not to affect, in any way, each party’s relative competitive position to each party or to other entities.

2. Definition. The parties agree that, to consider and evaluate a possible business relationship between the parties, it is necessary and desirable for Company to disclose to Recipient certain Confidential Information of or about Company. As used in this Agreement, “**Confidential Information**” means all trade secrets and business and technical information of Company that are not generally known to others in the same industry (whether disclosed orally or in written or electronic form, regardless of format), including, but not limited to, sales and customer information, procurement and supplier information, financial information, product information, operational information, personnel information, marketing and promotional information, software programs, research, designs, ideas, inventions, concepts, techniques, know-how, strategies, plans, trade secrets, technical information, and other information relating to the business or operations of Company. Notwithstanding the foregoing provisions of this Section, Confidential Information shall not include information to the extent that such information, as evidenced by reasonable written business records of Recipient: (i) is already known to Recipient free of any restriction at the time it is disclosed by Company hereunder; (ii) is or becomes publicly known or available through no wrongful act or breach of this Agreement; (iii) is rightfully received, without obligations of confidentiality, by Recipient from a third party that is not under obligations of confidentiality with respect to such information and that is not otherwise prohibited from transferring the information by a contractual, legal, or fiduciary obligation; or (iv) is independently developed by Recipient without reference to or use of any Confidential Information of Company.

3. Use and Confidentiality Obligations. Recipient shall hold the Confidential Information of Company in strict confidence, using at least the same care as Recipient exercises with regard to its own confidential information of a similar nature, but not less than a reasonable standard of care. Without the express prior written consent of Company, Recipient (i) shall use the Confidential Information provided by the Company solely and exclusively for the purpose of evaluating the Transaction, and (ii) shall not use or disclose, or permit to be used or disclosed, any Confidential Information of Company except as necessary and appropriate for performance hereunder or as required by law (including, but not limited to, securities laws and regulations) or

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Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

legal process. Recipient may disclose the Confidential Information of Company only to those of Recipient's officers, directors, employees, consultants, advisors, agents, and other representatives (collectively "Representatives") that: (i) have a need to know such Confidential Information for the purpose of assessing and evaluating whether Recipient shall enter into a Transaction with Company; and (ii) are subject to legally binding obligations of confidentiality at least as protective of the Confidential Information of Company as those set forth in this Agreement. Any such disclosure to any Representative of Recipient shall be limited to only such Confidential Information of Company as is necessary for that Representative to perform his or her assigned duties, and prior to any such disclosure, Recipient shall inform its Representative of the confidential nature of the Confidential Information of Company and direct its Representative to treat such Confidential Information confidentially and not to use it other than in connection with assessing and evaluating whether Recipient shall enter into a Transaction with Company. Recipient shall be fully responsible and liable for the acts and omissions of its Representatives with respect to this Agreement and the Confidential Information of Company, regardless of time, place, or whether such acts or omissions are whether the scope of employment or engagement. Notwithstanding anything herein to the contrary, Recipient may not disclose any Confidential Information of Company to any competitor of Company, without Company's prior written consent.

4. Compelled Disclosure. If Recipient or any of its Representatives is requested or required by a court or other legal process (including, for example, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information of Company, then Recipient shall, unless prohibited by applicable law, promptly provide Company with written notice of such request or requirement, so that Company may seek an appropriate protective order or other appropriate remedy or waive, in writing, compliance with the confidentiality provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or Company grants a written waiver hereunder, Recipient (or its applicable Representative) may disclose only that portion of the Confidential Information of Company that it is legally compelled to disclose and shall exercise commercially reasonable efforts to obtain reliable assurance that any such Confidential Information so disclosed shall be treated and maintained confidentially.

5. Ownership and Return of Confidential Information and Other Materials. All Confidential Information and any Derivatives (as defined below) thereof whether created by Company or the other party, as Recipient, shall remain the property of Company, and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "**Derivatives**" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, documents, drawings, models, apparatus, sketches, designs, lists and all other tangible media of expression) furnished by Company to the Recipient shall remain the property of Company. At Company's request and no

later than five (5) days after such request, such Recipient shall promptly destroy or deliver to Company, at Company's option, (x) all materials furnished to Recipient by Company and any Derivatives thereof, (y) all tangible media of expression in such Recipient's possession or control to the extent that such tangible media incorporate any of Confidential Information and any Derivatives thereof and (z) written certification of such Recipient's compliance with Recipient's obligations under this sentence.

6. Injunctive Relief. The parties agree that any breach by Recipient of this Agreement may cause irreparable injury to Company and that, in such an event, in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled to seek injunctive relief against any threatened or continuing such breach, without the necessity of proving actual damages or posting bond.

7. Duration. Notwithstanding any termination or cancellation of this Agreement, the obligations of confidentiality set forth in this Agreement shall remain in force and effect: (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained (without breach hereof); and (ii) with respect to Confidential Information that does not constitute a trade secret, for three (3) years after the last date of disclosure of any Confidential Information under this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than such three (3) year period).

8. No Obligation. Nothing herein will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Transaction.

9. No Implied Rights. All Confidential Information of Company shall, as between the parties, be and remain the property of Company. Recipient shall not, as a result of this Agreement or any disclosure of Confidential Information hereunder, acquire any right, title, interest, or license in or to any Confidential Information of Company or in or to any patent, trademark, service mark, tradename, copyright, trade secret, or other intellectual property or proprietary right relating to any Confidential Information of Company.

10. No Warranty. Company makes no representations or warranties with respect to its Confidential Information that is disclosed hereunder. In addition, this Agreement does not constitute a binding obligation on either party with respect to entering into a business relationship of any kind (including, but not limited to, a joint venture) with the other party.

11. Non-Circumvention. During the term of this Agreement, Recipient agrees not to pursue or engage in any transaction involving the Transaction, or contact directly or indirectly any party-in-interest relating to Company's business or pursue any introduction of any party of interest without Company's prior written consent. Recipient agrees that all communications regarding the Transaction, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to Company and not directly with any other party. Recipient covenants not to use the Confidential Information to the detriment of Company and to use it only in connection with its evaluation of the Transaction. A Company

representative shall be present in the engagement of any transaction involving the Transaction with introduced parties-in-interest by Recipient.

12. Non-Solicitation. Recipient shall not, without the express prior written consent of Company, solicit for hire or engagement, or hire or engage, in any professional capacity any employee or other representative of Company during the first two (2) years after the Effective Date.

13. Governing Law and Forum. This Agreement shall be governed in all respects solely and exclusively by the laws of Illinois without regard to conflict of laws principles. The parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of Cook County, Illinois and it is stipulated that venue shall be in Chicago, Illinois for the adjudication or disposition of any claim, action or dispute arising out of this Agreement.

14. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the enforcement of such provision in any other jurisdiction, and such invalid, void or otherwise unenforceable provisions shall be null and void. It is the intent of the parties, however, that to the fullest extent permitted by law any invalid, void or otherwise unenforceable provisions be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements or understandings with respect to the subject matter hereof. This Agreement may not be changed, modified, or amended except in a writing signed by authorized representatives of both parties. No failure by either party to enforce any right or remedy under this Agreement shall be construed as a waiver of such party's right to enforce any provision of this Agreement in the future. If either party institutes any legal or equitable action to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses reasonably incurred therein (including, but not limited to, attorney's fees and court costs). This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party.

16. Multiple Counterparts. This Agreement may be executed in two (2) or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile transmission or by emailing pdf copies of the Agreement. Each party agrees that the delivery of this Agreement by facsimile or email will have the same force and effect as delivery of original signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

**COMPANY:**

MONCHERI, LLC  
d/b/a GREENMCMEDS

**RECIPIENT:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Initial: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_