



# THE **KUSH** REPORT

**NON-DISCLOSURE, NON-COMPETE & ASSIGNMENT  
AGREEMENT**

**Name**

**Organization**

**Email**

**Address**

**Phone**

Summer & Steve Underwood, The Kush Report LLC ("Discloser") is willing to provide ("Recipient") with certain "Confidential Information" for purposes of collaborating together, provided that Recipient agrees to the following terms and conditions:

## **CONFIDENTIALITY**

1. The Confidential Information to be disclosed relates generally to cannabis properties for sale. The Confidential Information includes all applicable invention descriptions, technical, financial, and business information relating to Discloser's proprietary ideas, customers, locations, business, trade secrets, drawings and/or illustrations, patent search results, existing and/or contemplated products and services, and research and development data, regardless of whether such information is designated as "Confidential Information" when disclosed.
2. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "Affiliates") having a need to know. Recipient and Affiliates shall not disclose Confidential Information obtained from Discloser unless required to do so by law.
3. Recipient shall maintain in strict confidence the Confidential Information for a period of at least three years following the end of the parties' collaboration.
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information that:
  - a. was in Recipient's possession before receipt from Discloser;
  - b. is or becomes a matter of public knowledge through no fault of Recipient;
  - c. is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; or
  - d. is verifiably derived independently by Recipient.

## **NON-COMPETITION**

5. In consideration for receiving the Confidential Information and for other consideration provided by Discloser, Recipient shall not compete with Discloser in the specific related properties without consent. Confidential Information for a period of two years following the end of the parties' collaboration in a region where Discloser is offering its products and services in connection with the Confidential Information.
6. In no event and at no time shall Recipient use the Confidential Information to compete with Discloser.

## **ASSIGNMENT**

7. Recipient shall keep Disclosure up to date due on communications so all parties under NDA can be kept up to speed.

8. Recipient agrees to cooperate with Discloser to relay sales information.

9. Any work of authorship created by Recipient while collaborating with Discloser shall be “for hire” under United States Copyright Law and the work of authorship shall be a “work made for hire.”

## **GENERAL PROVISIONS**

10. This Agreement states the entire agreement between the parties. Any addition or modification to this Agreement must be made in writing and signed by the parties.

11. This Agreement shall be interpreted according to Oregon law.

12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Listing ID:

## **EXECUTION**

**By checking this box you agree to the terms of this agreement.**

**Signature**

**Date**