

Mutual NDNCA & Peace Principal Agreement

This Agreement is made between the parties and incorporates all the terms therein: Local Sparx, UT B Corporation at 5200 N Lisa LN Las Vegas, NV, 89149

And " _____ " (_____) is in alignment and agreement with Purpose, Collectively, herein, Parties.

Mutual Non-Disclosing Confidential Information Each of the parties owns, possesses, or controls the rights to certain proprietary and confidential information relating to its business, properties, and assets. The parties have expressed a willingness to provide each other with certain of their proprietary and confidential information for the purpose of entering discussions, including however not limited to Investments, Innovative Technology, Development, Grant funding. Employment and Veteran opportunities that support the above stated, Purpose. Both parties desire to exchange such proprietary and confidential information on the terms and conditions set forth herein, solely for the Purpose.

The Receiving Party shall not use the Disclosing Party's Confidential Information in any manner except as reasonably required for the Purpose. The Receiving Party shall maintain all Confidential Information that it receives from the Disclosing Party in connection with this Agreement in confidence, using commercially reasonable standards and no less care than it uses with its own similar confidential or proprietary information. Except as expressly permitted herein, the Receiving Party shall not directly or indirectly disclose, allow access to, transmit or transfer the Disclosing Party's Confidential Information to a third party without the Disclosing Party's prior written consent. The Receiving Party may disclose the Confidential Information only to those of its employees, directors, agents, consultants, attorneys, accountants, or other professional advisors who have a need to know the Information for the Purpose.

Upon request of the Disclosing Party, the Receiving Party shall immediately return the Confidential Information and all copies thereof in any form whatsoever under its power or control or delete files from any database.

Non-Circumvention Non-Compete Covenant. At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, contacts, individual investors, foundations, endowments, family offices, pension plans, hedge funds, private equity funds and consultants) discussed and made available by Regen in respect of the Purpose and any related business opportunity shall constitute Confidential Information and Recipient and any affiliated company or associated entity or individual shall not (without the prior written consent of Regen); (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by Regen; or (b) seek to bypass, compete, avoid or circumvent or compete with Regen with any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information or introductions. This Agreement shall cover Confidential and introduction Information exchanged between the parties between the effective date of this Agreement and for three years thereafter.

Recipient covenants that any financial gain made by it, or any associated party, from a breach of this clause shall be payable to the benefit of Regen. Any amount due from the breach shall incur interest at the rate of 8% per annum above the WSJ Prime Rate calculated from the date of investment. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment and Recipient shall pay the interest together with the overdue amount,

For a period of three years from the date hereof, each party agrees not to solicit for hire as an employee or independent contractor, any person currently employed or engaged by the other who the Receiving Party learns of pursuant to this Agreement; provided, however, that this provision shall not prevent the Receiving

Party from hiring any such person who responds to an advertisement or to a non-directed executive search inquiry or who makes an unsolicited contact for employment with the Receiving Party.

Peace Principal Agreement: *Core principles and values establish principle-first mediation and dispute resolution.* All disputes will be resolved using the binding arbitration method described as follows: I promise to provide feedback and respond to complaints as explained below in steps 1-4 within 10 days of the previous step directly and proactively. In lieu of litigation, I will first (1) attempt direct negotiation to resolve issue between parties, (2) engage one advisory witness to assist in step 1, (3) both parties contract peace keeping principle mediators at <https://www.iccpeace.com> or other agreed upon mediator and (4) if necessary, submit my dispute to binding arbitration before a mutually agreed arbitrator within 30 days of an unresolved mediation. I accept that violating this promise may result in transparent reporting breached obligations and promise to pay arbitration recommended amends. The parties agree that the unauthorized disclosure or use of the Confidential Information could cause irreparable harm and significant injury to the disclosing party, the extent of which may be difficult to ascertain and for which monetary damages may be inadequate to fully remedy the injury. Accordingly the parties agree that they will submit to binding arbitration in Nevada to remedy any issues, the disclosing party shall be entitled to seek an immediate injunction and any other equitable relief enjoining any breach or threatened breach of this Agreement; provided, however, that neither party shall be liable to the other party for consequential, punitive, indirect, special or exemplary damages, including or as a result of lost profits or lost opportunities and each party agrees to bear their own costs and fees, including, without limitation, attorney's costs and fees.

Local Sparx, UT B Corporation

Title: President

Date:

Signature: _____

And

Name: _____ Title: _____

Date:

Signature: _____