**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (this “**Agreement**”) is entered into as November 14, 2022 (the “**Effective Date**”) by and between [Name of Legal Entity] (“**YOU**”), and True Science Partners, LLC, a California limited liability company, and its agents (including financial advisors, consultants, lawyers or accountants), partners, directors, officers or employees (collectively, “**TSP**”)*.* YOU agree to permit TSP to confidentially review certain Confidential Information (as defined below) regarding certain business development and potential strategic partnership contemplated between YOU and TSP (the “**Transaction**”). The term “**Person**” as used in this Agreement will be broadly interpreted to include, without limitation, any corporation, partnership, individual, association, trust or other entity. YOU and TSP may sometimes be referred to herein individually as a “**Party**” or collectively as “**Parties**”.

1. YOU will be providing TSP with certain information concerning your California retail cannabis license and dispensary (“**Confidential Information**”). Any information disclosed by YOU to TSP through this website will be deemed to be Confidential Information unless specifically expressed as otherwise. However, Confidential Information does not include information which (i) was in the public domain without fault or breach of any confidentiality obligation set forth herein; (ii) was known by TSP prior to disclosure by YOU; (iii) was disclosed to TSP not under an obligation of confidentiality by a third party and not, to TSP’s knowledge, in violation of any obligation of confidentiality to YOU; or (iv) is independently developed by TSP prior to the disclosure of such Confidential Information by YOU. The Parties acknowledge that a more comprehensive confidentiality and non-disclosure agreement will be entered into by the Parties should they agree to proceed with the Transaction.
2. Except as required by law and as set forth herein, TSP agrees (i) to treat your Confidential Information confidentially; (ii) to hold your Confidential Information in confidence, by security measures, devices and procedures no less secure than those used by TSP in securing its own Confidential Information; (iii) not to use your Confidential Information other than in connection with TSP’s evaluation, negotiation and consummation of the Transaction; and (iv) not to disclose your Confidential Information to any Person but TSP. TSP will be responsible to YOU for any harm YOU suffer because of any breach of this Agreement by TSP or its Representatives.
3. In the event TSP become legally compelled to disclose any portion of your Confidential Information, TSP will provide YOU with prompt written notice (unless prohibited by law) of such legal compulsion and will reasonably seek to deter disclosure to the extent legally permitted until YOU have had an opportunity to seek (at your expense) a protective order or other appropriate remedy or otherwise waive TSP’s compliance with the provisions of this Agreement. If YOU are unsuccessful, or fail to waive compliance, TSP agrees that it will disclose only that information which its counsel advises is legally required to be disclosed.
4. In the event the Transaction is not effected or upon expiration of this Agreement, TSP will delete all such Confidential Information from its records.
5. YOU will make commercially reasonable efforts to provide accurate and complete Confidential Information; however, TSP understands that YOU do not make any express or implied representation or warranty as to the accuracy or completeness of your Confidential Information. Each Party agrees no Party is under any legal obligation whatsoever with respect to a Transaction other than the Parties’ obligations to each other under this Agreement.
6. TSP agrees and acknowledges that the Confidential Information furnished by YOU is your property and no license or other rights to the Confidential Information is granted or implied hereby.
7. No failure or delay by YOU 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. Nothing contained herein will be construed to preclude YOU from seeking to obtain equitable relief, including, without limitation, injunction and specific performance, in the event of any such breach. Such remedy will not be deemed to be the exclusive remedy for breach of this Agreement but will be in addition to all other remedies available at law or equity.
8. This Agreement will be governed exclusively by and construed in accordance with the laws of the State of California, notwithstanding choice of law provisions thereof; and the venue of any arbitration or litigation commenced hereunder will be the city and county of Los Angeles, California. If any proceeding is commenced involving the interpretation or enforcement of the provisions of this Agreement, the Party prevailing in such proceeding will be entitled to recover its reasonable costs and attorneys’ fees.
9. This Agreement will inure to the benefit of and be binding upon the Parties. Neither Party may assign or transfer its rights under this Agreement, however its obligations will apply to (a) any Person who acquires all or substantially all the assets of such Party or (b) any Person who acquires more than fifty percent (50%) of the voting securities of such Party.
10. This Agreement and the obligations set forth herein will terminate two (2) years from the Effective Date.
11. All notices hereunder will be in writing and will be deemed to have been duly given when delivered by messenger, transmitted by electronic medium (e.g., email, fax) with proof of date of transmission or three (3) days after being mailed by registered or certified mail, postage prepaid.
12. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by applicable law.

**IN WITNESS WHEREOF**, the Parties have agreed as of the Effective Date to be bound to the terms of this Agreement upon YOU entering the name of your LEGAL ENTITY, CONTACT INFORMATION for the legal entity, the name of the SIGNATORY and TITLE hereto.

[Name of LEGAL ENTITY]

[CONTACT INFORMATION for the legal entity]

[name of SIGNATORY]

[Title of SIGNATORY]