



We are excited to explore business opportunities with you and while several bells and whistles can be added to non-disclosure agreements, we've intentionally simplified ours to its core purpose: ensuring what we share with each other is kept between us and only used for the designated purpose.

We ask that you strongly consider accepting it as-is for the purposes of being a conversation starter. If we do decide to do business together, a more extensive confidentiality provision would follow.

For summary, here are the key points we've addressed:

1. We each share for the limited purpose described.
2. We will each notify each other of any improper disclosures.
3. We will notify each other of any known third-party improper disclosures.
4. We will maintain reasonable information security policies and procedures.
5. We will inform each other of any court order affecting confidential information.
6. We make no promises about our confidential information other than the right to disclose.
7. We can each pursue injunctive relief to prevent disclosure of confidential information.
8. We each retain our rights to any disclosed confidential information.
9. We each will have to return or destroy the other's confidential information upon request.
10. We will agree to Ontario law only.

Please let us know if you have any questions.

MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) dated as of the date in the signature block below (the “**Effective Date**”) is made by and between the entity listed in the signature block below (“**Contracting Party**”) and BrightFarms, Inc. on behalf of itself and its Affiliates (collectively, “**Company**”) for the purposes of discussing and disclosing certain business information on a confidential basis. Contracting Party and Company may be referred to individually as, a “**Party**” and/or collectively as, the “**Parties**”. In consideration of the mutual covenants contained in this Agreement, Contracting Party and Company, agree as follows:

1. **Definitions.**

(a) “**Affiliates**” means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with the applicable Party.

(b) “**Confidential Information**” means information, in any form, tangible or intangible, disclosed or made available by or on behalf of the disclosing party (“**Disclosing Party**”), its Affiliates, or their respective Representatives (each as defined below) to the receiving party (“**Receiving Party**”) on or after the Effective Date that is non-public, proprietary and/or confidential in nature. It includes, but is not limited to: (i) “**Trade Secret(s)**” which means information that derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or is otherwise a trade secret as defined by Georgia law; (ii) know-how, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; (iii) the existence and subject matter of this Agreement, including the fact that any discussions are taking place between the Parties.

(c) “**Representatives**” means all or any of the directors, officers, employees, advisors (including legal, accounting and financial advisors), agents, consultants and independent contractors of Receiving Party or its Affiliates.

2. **Use of Confidential Information and Procedures.**

(a) The Receiving Party shall (i) keep in confidence all Confidential Information disclosed by the Disclosing Party, and only use such Confidential Information in accordance with this Agreement; (ii) be responsible for any disclosure of Confidential Information by itself or its Representatives; (iii) not copy, modify, reverse engineer, decompile, create derivative or other works from, or disassemble any such Confidential Information; and (iv)

promptly upon its awareness notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information.

(b) Each Party shall have an information security program in place designed to meet industry and legal standards and maintain and protect, among other things, the confidentiality of Confidential Information from unauthorized disclosure.

(c) Receiving Party may only disclose Confidential Information as required by any judicial or other governmental order, law or regulation, provided it gives Disclosing Party prompt notice, unless prohibited by law, prior to such disclosure and, reasonably cooperates with Disclosing Party in obtaining, at Disclosing Party's expense, an applicable protective order or equivalent.

(d) This Agreement will not affect the Receiving Party's right to use information that: (i) is or subsequently becomes publicly available without Receiving Party's or its Representatives' breach of any obligation herein; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information hereunder; (iii) became known to Receiving Party through a third party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed without access to or use of Disclosing Party's Confidential Information.

(e) Notwithstanding any statement to the contrary in this Agreement, it is understood and agreed that Company may disclose Confidential Information to its affiliates for internal business purposes.

3. **Representations and Warranties.** Each Party represents and warrants to the other Party that it has the right to disclose all Confidential Information hereunder pursuant to this Agreement, and neither Party license, makes any representations nor warranties to the other Party whether, express or implied, with respect to any Confidential Information, underlying intellectual property rights, or the completeness or accuracy thereof. All Confidential Information disclosed hereunder is on an “AS-IS” basis.

4. **Rights and Remedies.** Each Party hereby acknowledges and agrees that in the event of threatened disclosure of Confidential Information the other Party shall be entitled to seek, without waiving any other rights or remedies and without the posting of any bond, specific performance of Receiving Party's obligations as well as such other injunctive relief as may be granted by a court of competent jurisdiction.

5. **No Other Obligations.** Nothing in this Agreement shall obligate the Parties to enter into a business relationship or to consummate a transaction with the other Party. All offers or agreements related to purchases or licenses are void and unenforceable unless made with a Company Procurement representative.

6. **Ownership of Confidential Information/End of Term.** All Confidential Information, provided by Disclosing Party to Receiving Party shall remain the sole and exclusive property of Disclosing Party and Receiving Party shall return (or, at Disclosing Party's option, destroy) all originals, copies, reproductions, analysis, compilations, studies and summaries thereof upon request.

7. **Site Visit Waiver & Release.** If applicable, the Contracting Party, on behalf of themselves and their heirs, successors, and assigns, and their respective Representatives, hereby waive, release, and fully discharge and agree to indemnify, defend, and hold harmless, Company, its affiliates, and their respective Representatives, successors and assigns, from and against all liability, damages, losses, costs, expenses, claims, demands, and causes of actions, known or unknown, past, present or future for personal injuries (including bodily injury, permanent disability or death) and/or damages, which are alleged to have arisen out of, resulted from or be related to the Contracting Party's participation in a site visit to a Company's property, any of the activities related thereto, and any first aid, medical treatment, transportation or medical care that may be undertaken by Company or any third party during or in connection therewith.

8. **Term/Survival.** The Parties' obligations under this Agreement with respect to Confidential Information shall continue in perpetuity from the date of disclosure. The Receiving Party shall use all necessary and reasonable precautions to avoid disclosure of such Confidential Information.

8. **Miscellaneous.** This Agreement shall be governed and construed under the laws of the Province of Ontario without regard to the choice of law provisions thereof. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. No failure or

delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. This Agreement may not be amended except in writing and signed by an authorized representative of each Party. This Agreement shall inure to the benefit of and be binding upon the Parties' respective permitted assigns, transferees and successors of the Parties and such companies; provided, however, that this Agreement shall not be assigned by either Party without the other Party's prior written consent and in no event shall either Party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Each Party agrees that the electronic signatures of the Parties included on this Agreement shall have the same force and effect as manual signatures. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered one (1) business day after deposit with a commercial overnight carrier, as follows to:

Mucci International Marketing, Inc.,
1876 Seacliff Dr.

Kingsville, ON N9Y 2N1, Canada

With a copy to:

6205-A Peachtree Dunwoody Rd.

Atlanta, GA 30328

Attn: Vice President, Legal – Commercial Operations, Cox Enterprises, Inc.

And to:

[Name of Contracting Party]

Street Address

City, State, Zip

Attn:



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[ENTER CONTRACTING PARTY NAME]

MUCCI INTERNATIONAL MARKETING, INC.

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name)

Name: _____
(print name)

Title: _____
(print title)

Title: _____
(print title)

Date: _____
(print date)

Date: _____
(print date)