



Hempture Non-Disclosure Agreement

This Non-Disclosure Agreement (the "**Agreement**") is entered into and effective as first communactipn (the "**Effective Date**") by and between **Hempture**, registered with the companies registration office in Ireland under registration number 544554, whose principal place of business is 6a Abbey Street Upper, Dublin 1, Ireland and **you or your company** acting under the law of Ireland ("**Receiving Party**"), on the other part.

Hempture and Receiving Party are also hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**". A reference to a Party shall also include all and any subsidiaries and affiliates of such Party.

In consideration of Hempture's agreement to disclose its certain Confidential Information, as defined below, to the Receiving Party, the Parties undertake and agree as follows:

1. This Agreement defines the terms of handling of confidential information disclosed by **Hempture** to the Receiving Party in the course of or in connection with the negotiation of possible commercial transactions between the Parties(hereinafter: the "**Purpose**").
2. This Agreement does not obligate the Parties to enter into any further agreements or to proceed with the Purpose or any transaction among them.
3. "**Confidential Information**" shall mean all information (in oral, written, electronic or any other tangible or intangible form) that is directly and/or indirectly disclosed by **Hempture** and/or their Representatives to the Receiving Party and/or it's Representatives in the course of or in connection with the negotiations on the Purpose, whether before, on or after the date hereof.

Confidential Information shall include, without limitation, corporate, business, financial and technical information; fact of the existence of this Agreement; software, demonstration programs, routines, algorithms, computer systems, techniques, documentation, designs, procedures, formulas, inventions, business plans, methods, projections, concepts, business models, techniques, inventions, ideas, processes, or formulas; intellectual property rights, marketing, servicing, financing or personnel matters relating to Hempture or their business, their present or future products, sales, know-how, trade secrets, venders, clients, customers, employees, investors or business, improvements, concepts, records, files, memoranda, reports, drawings, plans, forecast, price lists, customer lists, and/or etc.

4. as to any person, such person's affiliates, corporations and their partners, directors, officers, employees, advisors, agents, consultant and controlling persons; and the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
5. Notwithstanding the aforesaid, Confidential Information shall not include any of the following:
 - 5.1. information already known to or in possession of the Receiving Party prior to the disclosure by Hempture; or
 - 5.2. information rightfully acquired from a third party, without incurring the obligation of confidentiality under this Agreement; or
 - 5.3. information which was in the public domain at the moment of its disclosure to Receiving Party ;
or
 - 5.4. information which becomes available in the public domain after its disclosure to the Receiving Party through no breach of the Agreement by the Receiving Party or its Representatives; or
 - 5.5. information which was found and developed by the Receiving Party and/or its Representative independently.

6. In the event that the Receiving Party is requested or becomes legally compelled (by oral depositions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall provide Hempture with prompt written notice so that Hempture may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that Hempture waive compliance with any of the provisions of this Agreement relating to the disclosure of Confidential Information, Receiving Party shall furnish only that portion of such information or documents which you reasonably determine is legally required to furnish to comply with such demand or process.
7. The Receiving Party shall not use the Confidential Information disclosed by **Hempture** for any other purpose than the Purpose, and shall not disclose or divulge any Confidential Information to any third party without the prior written consent of **Hempture**.
8. The Receiving Party may disclose Confidential Information provided by Hempture only and exclusively to its directors, employees and officers (hereinafter collectively the "**Party Concerned**") in connection with the Purpose, to the minimal extent absolutely required and on a "need to know" basis solely for the fulfilment of the Purpose.
9. The Receiving Party undertakes to inform the Party Concerned of the confidential nature of the Confidential Information, and their confidentiality undertakings pursuant to this Agreement and shall impose confidential obligations equivalent to this Agreement on the Party Concerned. In event of any breach of this Agreement caused by the Party Concerned, the Receiving Party shall be responsible and fully liable.
10. The Receiving Party shall be under obligation to handle Confidential Information with the reasonable care and take strict precautions to maintain the confidentiality of the Confidential Information received, which precautions shall be at least equivalent in scope and effect to the measures taken by the Receiving Party to protect its own confidential information in any matter. Documents or other items delivered by Hempture as well as possible, records and other notes thereof shall be kept in a safe place not accessible to persons not entitled thereto.
11. The Receiving Party shall upon, the earlier of, the written request of Hempture or termination of this Agreement, promptly destroy or return any and all copies on any media containing such Confidential Information and its reproductions, and shall not retain any copy thereof. For the avoidance of doubt, the provision above shall not apply to: (i) Confidential Information which the Receiving Party or its Representatives are required to retain by law, pursuant to a subpoena or order or requirement or an official request issued by any court of competent jurisdiction or by any other rule or regulation of any stock exchange or by any other governmental, administrative or regulatory body to which they are subject or the internal archive purpose; (ii) Confidential Information which is stored electronically by the Recipient's or its affiliates' automatic archiving or back-up systems; provided however that the Receiving Party's obligations hereunder with regard to the Confidential Information retained by it shall continue for indefinite period.
12. The Confidential Information is and shall always remain the exclusive property of Hempture, and Receiving Party hereby acknowledges the right, title and interest of Hempture in and to the Confidential Information. Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly.
13. If the Receiving Party or its Party Concerned breaches this Agreement and causes any damage and loss to Hempture, the Receiving Party shall indemnify Hempture against direct and indirect loss(es) and damage(s) which would arise from such breach.

14. The Receiving Party acknowledges that monetary damages would not be an adequate remedy for Hempture for breach of the confidentiality obligation hereunder and agree that Hempture may be entitled to specific performance of the confidentiality obligation and to injunctive relief in addition to any other remedy to which Hempture may be entitled at law or equity.
 15. The Receiving Party understands and acknowledges that Hempture do not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Receiving Party agrees that Hempture shall not have any liability to the Receiving Party relating to the use of Confidential Information.
 16. Unless agreed otherwise in writing by both Parties, the term of this Agreement shall become effective from the Effective Date, and shall continue thereafter for a period of ten (10) years following Effective Date. Notwithstanding the aforesaid, sections 11, 12, 13, 14 and 20 shall survive termination of this Agreement and shall continue for indefinite period.
 17. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written representations regarding the subject matter hereof.
 18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Agreement (and the documents furnished pursuant to this Agreement) may be executed by facsimile and/or electronic mail (which shall be a valid means of execution) or by original signature.
 19. No modification of or amendment to this Agreement shall be valid unless in writing signed by both Parties.
 20. This Agreement shall be governed by and construed in accordance with the laws of Ireland. The competent courts of Ireland shall have exclusive jurisdiction over any matter or dispute arising out or in connection with this Agreement.
 21. The person(s) executing this Agreement represents and warrants that such person has full authority to execute this Agreement on behalf of the relevant Party.
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