

LeafPAYS MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (“Agreement”) is entered into and effective as of _____, _____ 2022, (“Effective Date”) by and between LeafPays, LLC. (hereafter known and identified as "LP"), and _____, an individual, or _____ Corporation (hereafter known and identified as “_____”).

LeafPays, LLC and _____ shall be jointly hereinafter referred to as "Parties".

LP owns and/or controls valuable and confidential information relating to the Company’s Climate Tech Strategy, NFT, Climate Tech App, Crypto/Token Strategy and Supply Chain Strategy and the adoption of clean energy across all business models (the “Business”); _____ owns valuable and confidential information including Intellectual Property protected information relating to any products, goods or services.

Parties entered, or may enter, into a business relationship and/or business cooperation involving the Business and the Products.

Parties wish to ensure that the information they provide to one another for this purpose or that is generated in the course of Parties performance under their relationship will be treated as confidential and will not be disclosed to any third party or otherwise used for any purposes other than the provision of goods and services of Parties. It is agreed that in this Agreement, whatever information disclosed by one party to the other, is considered confidential according to the terms of this Agreement, and that the Party receiving shall be referred to as the Receiving Party and Receiving Party is willing to agree to such restrictions. In case one Party to this Agreement disclosed Information according to this Agreement, such Party shall be considered and hereinafter referred to as the "Disclosing Party".

Accordingly, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

1. Confidential Information defined.

1.1 As used in this Agreement, “Confidential Information” means all non-public information and/or data of Parties (whether identified as confidential or reasonably understood to be confidential) which is of commercial value, and fixed or stored in any written, oral, printed, graphic, electronic, magnetic, optical, social media or other medium, that concerns Parties' Business or Products, or any other inventions, business prospects, ideas, research, development, know-how, prototypes, devices, formulas, compositions, manufacturing processes, production processes, techniques, technical data, designs, drawings, specifications, unannounced or abandoned product(s) and service(s), marketing plans, marketing information, competitive intelligence, customers (whether past, present or future), vendors, the specifics of any contractual relationship with third parties, forecasts, projections, financial data, pricing, suppliers, or employees. Without limiting this list, Confidential Information includes any information furnished to Receiving Party from the other Party for the purpose of business cooperation, such as but not limited to project information between the Parties.

1.2 Confidential Information does not include information which Receiving Party can establish through written records: (a) has become publicly known through no violation of an obligation of non-disclosure of any person or entity; (b) was obtained by Receiving Party from a third party through no violation of an obligation of non-disclosure of any person or entity; (c) was independently developed without any use or reference to Confidential Information and through no violation of an obligation of

non-disclosure of any person or entity; (d) was legally in the possession of Receiving Party prior to the Effective Date; (e) has been ordered disclosed or used by a court of competent jurisdiction, provided that the Disclosing Party has been given reasonable opportunity to contest such order prior to disclosure; or (f) following the Effective Date, was intentionally furnished by the Disclosing Party to a third party without any restrictions on disclosure.

1.3 Nothing contained in this Agreement shall be construed as granting or conferring upon either Party any rights or license (expressly, or by implication, estoppel, or otherwise) in any Confidential Information and Proprietary Information of the Parties.

2. Obligations with respect to Confidential Information

2.1 Non-disclosure. Receiving Party shall not engage in or permit any disclosure or use of Confidential Information to or by any person or entity except as specifically permitted under this Agreement. Receiving Party may examine the Confidential Information under this Agreement and, in so doing, shall limit access to the Confidential Information solely to those persons or entities to whom such disclosure is necessary to perform the evaluation or examination of such Confidential Information, and who are subject to an agreement which binds such party to the provisions of this Agreement. Under no circumstances shall Receiving Party permit any disclosure, access, copying, review, or examination of such Confidential Information by any person or entity not identified in the preceding sentence. In discharging the foregoing obligation, Receiving Party shall exercise at least as much care and diligence as is exercised in the protection of such party's own confidential information.

2.2 Examination Only. Disclosure of Confidential Information hereunder is solely for the purpose of examination and use in connection with the services and/or cooperation between the Parties, and NO license or other rights with respect to the Confidential Information is hereby granted or intended. Under no circumstances shall Receiving Party undertake or assist in efforts to modify such Confidential Information or to develop or improve the technology or know-how of any party based upon such Confidential Information. All Confidential Information is provided AS IS, with no warranty of merchantability, fitness or title, and no representation of functionality or value.

2.3 Return of Confidential Information. Upon written request, Receiving Party shall return all of the Disclosing Party's Confidential Information, fixed or stored in any written, oral, graphic, electronic, magnetic, optical or other medium, and all copies thereof, whether authorized or unauthorized.

3. Ownership of Confidential Information

3.1 The Disclosing Party retains all right, title and interest in all Confidential Information disclosed under this Agreement and all improvements and modifications made thereto. Notwithstanding Section 2.2, any modifications of the Confidential Information, and any technology, know-how, improvements, inventions or other developments of any party incorporating such Confidential Information, made by or with the assistance of Receiving Party, shall be the property of the Disclosing Party, and title to all intellectual property rights in such developments shall be, and is hereby, transferred and assigned to the Disclosing Party.

4. General Provisions

4.1 Governing Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles. This Agreement is entered into and to be performed in the State of Arizona, and venue for any legal action commenced to enforce or interpret this Agreement shall be Maricopa County, Arizona. Each party further submits to the exercise of personal jurisdiction over said party by the state and federal courts located within the State of Arizona, for all purposes relating to the interpretation or enforcement of this Agreement.

4.2 Non-waiver / Severability. Failure to enforce this Agreement shall not be a waiver of any provision of this Agreement, and a waiver of breach shall not be a waiver of any other or subsequent breach. If any provision of this Agreement is held invalid or unenforceable, such determination will not

affect the remaining portions of this Agreement, and the affected provisions shall be interpreted and enforced to the full extent possible to carry out the intent of such provision.

4.3 Injunctive Relief. Each party acknowledges that a breach of this Agreement, whether actual or threatened, will cause irreparable harm to the Disclosing Party, and that such Disclosing Party shall be entitled, in addition to any other available remedies, to seek immediate injunctive relief from a court of competent jurisdiction without the need to prove that irreparable harm has been or will be incurred, and with full waiver of any undertaking which may otherwise be imposed by law.

4.4 Warranty of Authority. Each party warrants that such party has the full authority to bind the party so represented by such party's signature to all terms and conditions of this Agreement, and that the party so represented is fully capable of performing all terms and conditions of this Agreement.

4.5 Entire Agreement. This Agreement constitutes the parties' entire agreement related to the subject matter hereof, and supersedes all previous agreements and understandings, oral or written, relating hereto. This Agreement can only be modified by written agreement by the parties.

4.6 Attorney's Fees. In any legal action necessary to enforce or interpret this Agreement, the prevailing party therein shall recover all costs, expenses and reasonable attorney's fees.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf and delivered to the other parties. This Agreement may be executed in counterparts.

By:

Gary M. Reinhold

On behalf of **LeafPays, LLC**.

11605 N. Saguaro Blvd.,
Fountain Hills AZ 85268
949 939-5094

Date: _____

By:

Print:

Signature: _____

On behalf of:

Date: _____