

MUTUAL NON-DISCLOSURE NON-CIRCUMVENT AGREEMENT

THIS AGREEMENT is made and entered into as of June 1, 2017 by and between **The GoBe Collective, GoBe Kids, and NightOwl & EarlyBird: Life at the Olive Tree**, legally represented as **GoBe Greetings Inc.** and the undersigned counterparty ("**Counterparty**"). In consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose. The parties hereto wish to explore or pursue a possible business relationship, (the "Relationship") to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates"), whereby GoBe Greetings Inc. may provide certain Confidential Information to the Counterparty, and the Counterparty may make available to GoBe Greetings Inc. or its designated Affiliates, as the case may be, certain Confidential Information. The terms and conditions of the disclosure of such Confidential Information will be governed by this Agreement.

2. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean any technical, financial or business information furnished by one party or its Affiliates (the "Disclosing Party") to the other party or its Affiliates (the "Receiving Party") in connection with the Relationship, in whatever form, and shall include information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, regardless of whether such information is specifically designated as confidential. Such Confidential Information may include, without limitation, the names, addresses, e-mail addresses, telephone and facsimile numbers of third parties introduced to Receiving Party by the Disclosing Party, auditor's reports, data, database documentation, trade secrets, know-how, pricing, processes, the existence and identities of Affiliates, technical data or specifications, formats, testing methods, business or financial information, research and development activities, product and marketing plans, and end-users, customers and provider information of the Disclosing Party, or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with the Disclosing Party, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential. Confidential Information also includes all information concerning the existence and progress of the parties' dealings. Confidential Information does not include information (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party prior to its receipt from the Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) that the Receiving Party becomes legally obligated to disclose to a governmental entity with jurisdiction over it; provided that, the Receiving Party will give the Disclosing Party prompt written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. The Receiving Party will disclose only such information as is legally required.

3. Use of Confidential Information. The Receiving Party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose other than to carry out discussions concerning, or the undertaking of, the Relationship. The Receiving Party will restrict the possession, knowledge, development and use of Confidential Information to its Affiliates, employees, agents, subcontractors and entities that it controls or

that control it (collectively, "Personnel") who have a need to know Confidential Information in connection with the purposes stated herein. Personnel will have access only to the Confidential Information they need for such purposes. The Receiving Party will ensure that its Personnel comply with this Agreement and will promptly notify the Disclosing Party of any breach of this Agreement. Except as expressly authorized in writing by the Disclosing Party, the Receiving Party will not copy or modify any Confidential Information, or any copy, adaptation, transcription, or merged portion thereof. The Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, those measures that the Receiving Party uses to protect its own Confidential Information, which shall be no less than reasonable care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party.

4. Non-Circumvention. The Receiving Party understands and agrees that, without the Disclosing Party's prior written consent, it will not disclose or otherwise enter into any negotiations or transactions with contacts, sources of funds or proof of funds, sellers, end users, brokers, banks or other bodies ("Contacts"), the names of which have been provided by the Disclosing Party, and that the parties hereto recognize that such Contacts are the exclusive property of the Disclosing Party. In the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover any lost revenue.

5. Return of Materials. Upon the Disclosing Party's written request but no later than the termination of this Agreement, the Receiving Party promptly will return or destroy (or, in the case of electronic embodiments, permanently erase) all tangible material embodying Confidential Information (in any form and including, without limitation, all notes, summaries, copies and excerpts of Confidential Information) in its possession or under its control.

6. No Rights Granted. All Confidential Information disclosed by the Disclosing Party hereunder is and shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights under any patent, copyright, trade secret or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information other than the limited right to review such Confidential Information in connection with the Relationship between the parties.

7. No Obligation. This Agreement does not create a partnership, joint venture or other legal or business relationship between the parties; nor does it create or imply any obligation to enter into such a relationship. Any business or legal relationship between the parties shall be governed by a separate agreement.

8. Non-Solicitation. Each party agrees that for the duration of the parties' business relationship and for a period of one year thereafter, such party shall not solicit or hire the other party's employees and consultants. Each party shall promptly inform the other party in the event it has or becomes privy to any discussions or communications with any such customers, employees or consultants.

9. Term. This Agreement is intended to cover Confidential Information disclosed or received by the Disclosing Party prior or subsequent to the date of this Agreement. Unless otherwise

earlier terminated, this Agreement automatically will expire three years from the date first written above; provided, however, that the Receiving Party's obligations with respect to the Disclosing Party's Confidential Information disclosed or received prior to termination or expiration will survive the expiration or termination of this Agreement.

10. Remedies. The Receiving Party agrees that its obligations provided in this Agreement are necessary and reasonable to protect the Disclosing Party and its business, and the Receiving Party expressly agrees that any breach or threatened breach of this Agreement may cause the Disclosing Party irreparable harm for which there is no adequate remedy at law, and as a result of which, the Disclosing Party shall be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order or other equitable relief in favor of itself, without the necessity of posting bond, restraining the Receiving Party from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief shall not be deemed a waiver of any right to assert any other remedy that may be available in law or in equity.

11. Miscellaneous. This Agreement shall be binding on and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. Execution and delivery of this Agreement may be evidenced by facsimile or electronic transmission.

12. Governing Law. This Agreement and any disputes that may arise under, out of or in connection with this Agreement, shall be governed by and construed and enforced in accordance with the laws of Canada and Ontario and Toronto. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the courts of Canada and Toronto and Ontario. This Agreement sets forth the entire Agreement between the parties relative to the subject matter, and supersedes all prior or contemporaneous oral or written understandings, statement, representations, or promises.

13. Notices. Any notice required or permitted under this Agreement shall be in writing and delivered by personal delivery, a nationally-recognized express courier assuring overnight delivery, confirmed facsimile transmission, confirmed email or first-class certified or registered mail, return receipt requested, and will be deemed given (i) upon personal delivery; (ii) one (1) day after deposit with the express courier, upon confirmation of receipt of facsimile or email; or (iii) five (5) days after deposit in the mail. Such notice shall be sent to the party for which intended at the address set forth below or at such other address as that party may specify in writing pursuant to this Section. The execution and delivery of this Agreement may be in counterparts and evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above:

THE GOBE COLLECTIVE, GOBE GREETINGS INC. NightOwl & EarlyBird: Life at the Olive Tree	CRITERIA	COUNTERPARTY Complete this column with your information.
June 1, 2017 at Amherstburg, Ontario	DATED ON & AT	
	SIGNATURE	
JASON PARETE Principal	FIRST NAME, LAST NAME PROFESSIONAL POSITION	
GOBE GREETINGS INC.	NAME OF BUSINESS IF APPLICABLE	
2403-231 Fort York Blvd. Toronto, Ontario M5V 1B2 CANADA	ADDRESS OR BUSINESS ADDRESS	
jason@gobegreetings.com jayparete@gmail.com	PERSONAL AND/ OR PROFESSIONAL EMAIL	
Tel.: + 647 567 9329	CONTACT PHONE / CELL	