

NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

This Non-Disclosure and Non-Circumvent Agreement (this “Agreement”) is entered into this ____ day of _____, 2017 (the “Effective Date”), by and between the entities and individuals whose names and signatures appear on this Agreement under “Interested Parties”, and their Affiliates (as defined in Section 14), subsidiaries, parents and related organizations, on the one hand, and As They Grow Holdings, LLC, As They Grow Summerlin, LLC, As They Grow Henderson, LLC, Nevada limited liability companies, each referred to as (the “Company”), and its Affiliates, subsidiaries, parents and related organizations, on the other hand, to assure the protection and preservation of certain confidential and/or proprietary information to be disclosed or made available by the parties to each other in connection with certain negotiations or discussions regarding certain transactions between the parties relating to one or more of the following prospective (i) ownership, participation, employment, investment in or with the Company, (ii) establishing relationships with the Company for services, contracts, vendors, supplies, or (iii) otherwise participating in the business of the Company in any manner (each, a “Transaction” and together, the “Business”). To the extent that a party discloses Confidential Information (as defined in Section 1), such party shall be deemed the “Disclosing Party”. To the extent a party receives Confidential Information, such party shall be deemed the “Receiving Party”. The Business shall include all activities conducted by the Company whether prior to or after the Effective Date, including, without limitation, organization, development and hosting of second-hand retail sales events for children’s products, including toys, clothing, furniture and baby products.

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the parties hereby agree as follows:

1. *Confidential Information.* “Confidential Information” means any and all information of or relating to the Disclosing Party or the Transaction which is of a confidential, proprietary or trade secret nature which is made available, furnished or otherwise disclosed by the Disclosing Party to the Receiving Party. Specifically, and without limitation, Confidential Information includes (a) all software, source code, and written or tangible information which is marked as “confidential,” “proprietary,” “trade secret,” or in some other manner to indicate its confidential, proprietary or trade secret nature, (b) information that is disclosed orally and either is identified contemporaneously with disclosure as “confidential,” “proprietary,” “trade secret,” or is disclosed in a manner that it may reasonably be inferred to be “confidential,” “proprietary,” “trade secret”, and (c) any and all information relating to current, future or proposed business services or products, technical data, source code, know-how, including any research, products, services, developments, inventions, processes, methods, techniques, designs, specifications, systems architecture, distribution, engineering, marketing plans/strategies, business plans, financial, merchandising and/or sales information, pricing information and customer lists. Notwithstanding the foregoing, Confidential Information excludes information that (i) is, at the time of disclosure or thereafter, publicly known or in the public domain without violation of this Agreement by the Receiving Party, (ii) prior to the time of disclosure by the Disclosing Party, is within the legitimate possession of the Receiving Party, as evidenced by competent written proof, (iii) the Receiving Party can demonstrate resulted from its own research and development, independent of and without use of reference to information disclosed by the Disclosing Party, or

(iv) the Receiving Party receives from third parties, provided such information was not obtained by such third parties from the Disclosing Party on a confidential basis.

2. *The Receiving Party's Obligations.* The Receiving Party agrees that it will, with respect to Confidential Information: (a) treat such Confidential Information as strictly confidential; (b) use such Confidential Information only for the purpose of evaluating a Transaction or the Business or performing the prospective business arrangements between the parties contemplated by a Transaction or the Business; (c) protect such Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own confidential information against unauthorized disclosure, publication or dissemination, but in no case with less than reasonable care; and (d) not, without the written consent of the Disclosing Party, disclose, disseminate or otherwise furnish such Confidential Information to any third party, except to such employees, counsel, advisors, representatives and agents of Receiving Party who have a reasonable need to know such Confidential Information for the purpose of evaluating a Transaction or the Business or performing the prospective business arrangements between the parties contemplated by a Transaction or the Business, who have been informed of the confidential nature of such Confidential Information and who have agreed in writing to assume the confidentiality obligations described in this Section 2 with respect to such Confidential Information. Notwithstanding the foregoing, this Agreement will not prohibit the disclosure of Confidential Information by the Receiving Party to the extent that the Receiving Party is obligated to disclose such Confidential Information by applicable law or regulation or under an order of a court of competent jurisdiction or a valid governmental subpoena; provided that the Receiving Party, to the extent that it may legally to so, promptly notifies the Disclosing Party of such obligation and uses commercial reasonable efforts to afford the Disclosing Party a reasonable opportunity to interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information being disclosed or that such other action as it deems appropriate to protect such Confidential Information. In the event of any unauthorized disclosure of, loss of, or inability to account for, and Confidential Information, the Receiving Party shall notify the Disclosing Party promptly upon becoming aware thereof, take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation and mitigate any damages as resulting therefrom.

3. *Nondisclosure of Owner(s) and Principal(s).* The Receiving Party shall not identify the Disclosing Party's owner(s) and/or principal(s) or any third parties that may be disclosed by the Disclosing Party pertaining to a Transaction or the Business, to any owner(s) and/or principal(s), or entity without the express written consent of the Disclosing Party.

4. *Rights in and Ownership of Confidential Information.* The Receiving Party acknowledges and agrees that, as between the parties, Confidential Information is, and shall remain, the sole property of the Disclosing Party, and that the Disclosing Party shall continue to be the sole owner of, and retain all right, title and interest in and to, the Confidential Information (including, without limitation, all intellectual property rights contained in, embodied by or underlying the Confidential Information, including without limitation, any patents, trademarks, service marks, trade names, copyrights or trade secrets of the Disclosing Party). The parties acknowledge and agree that neither this Agreement, nor the Receiving Party's access to Confidential Information, will be construed as a grant, conveyance or transfer by the Disclosing

Party to the Receiving Party of any right, title or interest whatsoever, by license, sale or otherwise, express or implied, in or to any of the Confidential Information.

5. *Term and Termination.*

(a) The term of this Agreement shall commence on the Effective Date and shall expire two (2) years thereafter, but either party may terminate this Agreement at any time for convenience upon at least thirty (30) days advance written notice to the other party. Notwithstanding any such expiration or termination with respect to any particular item of Confidential Information, the obligations of confidentiality and other covenants of the parties set forth herein that by nature survive, including the non-disclosures of Confidential Information, and related restrictive covenants, and the non-circumvent provisions, will remain in full force and effect for the maximum period permitted by law or three (3) years thereafter, whichever is longer.

(b) At any time upon the Disclosing Party's written request, and, in any event, upon the expiration or termination of this Agreement for any reason, the Receiving Party will promptly return to the Disclosing Party all Confidential Information in the Receiving Party's possession, custody or control in whatever form held (including, without limitation, all documents or media containing any of the foregoing and all copies, extracts or embodiments thereof), unless the Receiving Party provides assurances reasonably satisfactory to the Disclosing Party that such Confidential Information, in whatever form held, has been destroyed. The Disclosing Party has the right to supervise such return or destruction of such Confidential Information.

6. *No Promise to Enter Transaction.* Neither this Agreement, nor the furnishing of Confidential Information under this Agreement, nor the ongoing discussions and correspondence by the parties concerning a Transaction or the Business or any other matter, shall constitute or imply any promise, intention or commitment by either party to enter into a Transaction or the Business or any other present or future transaction with the other party or any third party or, except as expressly set forth herein, to refrain from entering into an agreement or negotiation with any other party or to refrain from engaging in any business activity whatsoever. If, in the future, the parties elect to enter into binding commitments relating to a Transaction or the Business or any other transaction, such commitments will be explicitly stated in a separate written agreement executed by both parties.

7. *No Warranties.* Nothing herein will be construed as a warranty of accuracy, worth, fitness, completeness, title, non-infringement of any other warranty (express or implied) regarding Confidential Information furnished by the Disclosing Party to the Receiving Party pursuant to this Agreement.

8. *Non-Circumvent.* Without the prior written consent by the Company, during the term of this Agreement and for a period of two (2) years after the expiration of this Agreement (the "Protected Term"), the Interested Party (by or through, and including their/his/her/its Affiliates) agrees not to enter into any Transaction or the Business which is disclosed pursuant to this Agreement in any territory that the Company does business, whether as of the Effective Date, or anytime during the Protected Term (each, a "Competing Transaction"). The foregoing

shall not be applicable to any Competing Transaction which the Interested Party can demonstrate that the Interested Party had specific knowledge of the Competing Transaction prior to the time of entering into this Agreement and further, that completion of such Competing Transaction would have occurred regardless of the involvement of the Company. For purposes of this Section, each Party shall act in good faith and with fair dealings toward each other Party.

9. *Non-Compete.* During the Protected Term, the Interested Party (by or through, and including their/his/her/its Affiliates) will not, directly or indirectly, whether alone or with any other person, (a) provide services comparable to the services provided by the Company to any person or entity, or that the Interested Party (by or through, and including their/his/her/its Affiliates) reasonably should know is undertaking to become engaged in competition with the business or (b) own an interest in, operate, join, control, or participate as a partner, director, principal, officer, or agent of, enter into the employment of, or act as a consultant to, any entity whose business consists of (a) providing products or services similar to the Company's or (b) any other business similar to that of the Company, including, the Business.

10. *Non-Solicitation of Clients.* During the Protected Term, the Interested Party (by or through, and including their/his/her/its Affiliates) will not, directly or indirectly, whether alone or with any other person, solicit, or assist in the solicitation of, any person who is, or was during the one (1) year period prior to the Effective Date, a client of the Company during such one (1) year period prior to the Effective Date, for the purpose of selling such person any products or services competitive with the products and services sold by the Company during such one (1) year period prior to the Effective Date.

11. *Non-Solicitation of Employees.* During the Protected Term, the Interested Party (by or through, and including their/his/her/its Affiliates) will not, directly or indirectly, whether alone or with any other person, solicit, or assist in the solicitation of, any person employed or engaged by the Company or its affiliates during such one (1) year period prior to the Effective Date in any capacity (including without limitation as an employee or independent contractor), to terminate such employment or other engagement, whether or not such person is employed or engaged pursuant to a contract with the Company or its affiliates and whether or not such person is employed or otherwise engaged at will.

12. *Nondisparagement.* Interested Party (by or through, and including their/his/her/its Affiliates) will not at any time, directly or indirectly, disparage the Company or any of its affiliates, shareholders, directors, officers, members, or agents.

13. *Default and Remedies.* The Receiving Party and/or the Interested Party, as applicable, acknowledge that the extent of damages to the Disclosing Party and/or the Company, as applicable in the event of the breach of any provision of this Agreement by the Receiving Party and/or the Interested Party, as applicable, would be difficult or impossible to ascertain, and that there will be available no adequate remedy at law in the event of any such breach. The Receiving Party and/or the Interested Party, as applicable, therefore agree that in the event it breaches any provision of this Agreement, in addition to any other relief, damages or remedies to which it may be entitled at law or in equity, including monetary damages, consequential and punitive damages, the Disclosing Party and/or the Company, as applicable, shall have the right and remedy to have any of the covenants contained herein specifically enforced by any court

having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage. If any court determines that any of the restrictive covenants, or any part thereof, is invalid or unenforceable, the remainder of the restrictive covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any court determines that any of the restrictive covenants, or any part thereof, are unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced. The Receiving Party and/or the Interested Party, as applicable, hereby waive any and all right to attack the validity of the restrictive covenants on the grounds of the breadth of their geographic scope or the length of their term.

14. *Governing Law and Jurisdiction.* This Agreement is made subject to and shall be governed by and construed exclusively under the laws of the State of Nevada, without regard to conflicts of laws principles. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Nevada or any court of the State of Nevada located in the City of Las Vegas in any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court, *provided, however,* that such consent to jurisdiction is solely for the purpose referred to in this section and shall not be deemed to be a general submission to the jurisdiction of said courts or in the State of Nevada other than for such purpose. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. Notwithstanding the foregoing, the Disclosing Party may bring an action in any jurisdiction necessary to protect its rights hereunder in such particular jurisdiction through equitable relief. In the event of the bringing of any action, arbitration or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, reasonable attorneys' fees and any other professional fees resulting therefrom.

15. *Assignment.* The Interested Party may not assign this Agreement without the prior written consent of the Company and any attempt to do so will be void. The Company may assign this Agreement without the prior written consent of the Interested Party.

16. *Material Nonpublic Information.* The Receiving Party acknowledges that the Confidential Information may constitute material nonpublic information within the meaning of federal and state securities laws, and that trading in the stock of the Disclosing Party on the basis of such material nonpublic information may be prohibited by such federal and state securities laws. Without limiting the restrictions of this Agreement in any manner, the Receiving Party shall not use any of the Confidential Information in violation of any federal or state securities laws. The Receiving Party shall notify its employees to whom any Confidential Information is disseminated of such restrictions and agreements.

17. *Privileged Material.* To the extent that any Confidential Information includes material subject to the attorney-client privilege, work product doctrine or any other applicable

privilege, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. Nothing in his Agreement shall be construed to obligate any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

18. *Non-Disclosure of Agreement.* Commencing on the Effective Date, the Interested Party and its/his/her/their officers, directors, agents, employees, representatives, successors, assigns, Affiliates and attorneys shall keep the terms of this Agreement and any Transaction or the Business strictly confidential and shall not disclose any of those terms, this Agreement or any a Transaction or the Business to any third parties, except (a) to the minimum extent necessary for tax reporting and payment purposes, (b) if necessary for insurance or securities laws compliance purposes, (c) as may be required by a valid court order, or (d) to the minimum extent necessary to enforce any aspect of this Agreement in properly commenced litigation or arbitration proceedings. “Affiliate” means any natural person, corporation, limited-liability company, partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory authority that controls, is controlled by, or is under common control with, a Party. Each of the parties shall take all reasonable precautions, including keeping this Agreement and all correspondence, documents and records relating to this Agreement and any a Transaction or the Business in a secure location with limited access, to maintain the confidentiality thereof. Each of the parties shall restrict access to this Agreement and all documents, records and correspondence related to this Agreement to those of their officers, directors, accountants (including independent accountants retained by any of the parties), attorneys, agents and employees who shall have a need to receive or have access thereto for the purposes of effectuating the intent of this Agreement, and shall take all reasonable steps to prevent any unauthorized access to, copying, use, publication, disclosure or other dissemination thereof.

19. *General.* No failure or delay by a party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. All prior or contemporaneous agreements or understandings between the parties relating to the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. No amendment or modification of this Agreement will be valid or binding on the parties unless the same is in writing and executed on behalf of each party by its fully authorized representative. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be signed in two or more counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INTERESTED PARTIES:

By: _____

Name: _____

Date: _____

COMPANY:

As They Grow, LLC,
As They Grow Summerlin, LLC
As They Grow Henderson, LLC
Nevada limited liability companies

By: _____

Name: _____

Its: Manager

Date: _____