



April 19, 2021

CONFIDENTIAL

Re: **Non-Disclosure Agreement**

Dear Prospective Investor:

This will confirm that the undersigned (referred to below as “you” or “your”) is contemplating making a financial investment in membership units (the “Investment”) of GT Industries, LLC (“us” or “our”). In the course of our discussions, it has been and may continue to be necessary for us to disclose or reveal information to you regarded as confidential information as defined below (“Confidential Information”).

Non-Disclosure

You agree that you will not divulge any Confidential Information to anyone except to those of your employees, consultants, affiliates, advisers or agents who: (1) have the need to know it in connection with their duties; (2) (a) have executed a written agreement with you to undertake all of the obligations under this agreement towards the Confidential Information and to maintain the confidentiality of such Confidential Information from others, or (b) have a statutory professional confidentiality obligation to you (such as attorney-client privilege) to maintain the confidentiality of the Confidential Information from others, and (3) have been expressly informed by you that the Confidential Information is being disclosed in confidence. You further agree that in protecting the secrecy of our Confidential Information, you will exercise a high degree of care, and in any event not less than the degree of care you exercise to protect the secrecy of your own confidential information.

Your obligations will not apply to information which is publicly available (unless the public availability is the result of the breach of this agreement).

Obligation in the Event of Disclosure in Violation of this Agreement

Should any Confidential Information be disclosed to any third party by you, your employees, consultants, affiliates, advisers or agents, in violation of this agreement, you agree that you will inform us immediately orally, and subsequently in writing, giving full details of the identity of the recipient of the Confidential Information, the Confidential Information disclosed and the circumstances of the disclosure.

Definition of Confidential Information

"Confidential Information" shall mean any proprietary, confidential information (whether or not patentable or copyrightable) which is owned or controlled by us, including, without limitation, inventions, concepts, designs, trade secrets, know-how, data, software, processes, formulas, specifications, methods, technology, manufacturing techniques, reaction mechanisms, feasibility studies, patent information, pricing, sales and marketing information, samples, materials, and devices, business plans, business strategies, and related materials such as executive summaries and fact sheets, identity of or information concerning current and potential customers, consultants, licensors, licensees, contractors or other agents, and any information related to or derived therefrom.

The confidential nature of the Confidential Information is not affected by the manner in which it is disclosed to you, *i.e.*, whether orally, visually, written, pictorially, or in other tangible form. For purposes of this agreement all information that we disclosed to you during the period while you were considering the Investment, and all information that we disclose to you during any time that you own, directly or indirectly, our membership units, shall be deemed to be Confidential Information, whether labeled as such or not.

Miscellaneous

Our disclosure of Confidential Information will not convey any right or license in such information, by implication, estoppel, or otherwise, except the right to evaluate it consistent with the purpose stated above.

You agree to return all copies of the Confidential Information to us promptly after written demand, and that we will have the right to seek injunctive relief against you for any breach by you of the obligations you have assumed in this agreement.

You acknowledge and agree that any breach of this agreement shall result in an irrevocable injury and damage to us for which monetary damages alone shall be insufficient and, therefore, in addition to monetary damages, we shall be entitled to such equitable and injunctive relief as may be appropriate under the circumstances.

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, notwithstanding any Arizona or other conflict-of-law provision to the contrary.

The provisions of this agreement are independent and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

You acknowledge that you have been represented by legal counsel (or had the opportunity to be represented by legal counsel) in connection with this agreement and that your counsel has reviewed and revised this agreement, or has had the opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments.

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This includes all projects under GT Industries, LLC control, which are under the names Green Times Funding, Green Times Merchant, Green Times Project, Green Times Directory, Green Times Dispensaries, Green Times Business.

Please signify your acceptance of these conditions and obligations by signing and dating the enclosed copy of this letter in the space indicated below, and returning that copy to me.

Very truly yours,

GT Industries, LLC

By: _____

Name: Thomas Jefferson Stinson Kane

Title: CEO

AGREED TO AND ACCEPTED:

Prospective Investor:

By: _____

Its: _____

Date: _____