

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (NDA)

This Mutual Non-Disclosure and Confidentiality Agreement (the "**Agreement**") is entered into as of the date signed below (the "**Effective Date**") by and between **Jerusalem Farm LLC**, represented by **HIPACK Inc. Commercial & Advisory Group** ("**Disclosing Party**"), and the undersigned individual or entity ("**Receiving Party**").

1. Purpose of Disclosure

The Disclosing Party agrees to share certain proprietary and confidential information with the Receiving Party solely for the purpose of evaluating the potential acquisition of the licensed cannabis cultivation platform, real estate, and operating assets known as **Jerusalem Farm LLC**, located at **21001 Maverick St, Mojave, CA 93501** (the "**Transaction**").

2. Definition of Confidential Information

"**Confidential Information**" includes all non-public, proprietary data, financial records, offering memorandums, tax returns, operational metrics, grow light and harvest cycle yields, lease terms, license numbers, utility and turbine power specifications, customer and wholesale pricing lists, and site build-out materials provided by the Disclosing Party or its representatives to the Receiving Party, whether written, oral, electronic, or visual.

Confidential Information **does not** include information that:

1. Is or becomes publicly available through no breach of this Agreement by the Receiving Party.
2. Was already lawfully in the possession of the Receiving Party prior to disclosure.
3. Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.
4. Is required to be disclosed by applicable state or federal law, court order, or governmental regulation.

3. Obligations of Receiving Party

1. **Strict Confidentiality:** The Receiving Party agrees to hold all Confidential Information in strict confidence and shall not disclose, copy, publish, or disseminate it to any third party without prior written consent from the Disclosing Party.
2. **Limited Access:** The Receiving Party may disclose Confidential Information only to its officers, directors, partners, financial advisors, legal counsel, and equity partners who need to know such information for evaluating the Transaction and who are bound by confidentiality obligations at least as restrictive as those contained herein.
3. **No Unannounced Site Visits / Direct Contact:** The Receiving Party agrees **not** to visit the property location, contact employees, managers, landlords, vendors, or local municipal

authorities directly without prior written authorization and coordination from **David Limon / HIPACK Inc. Commercial & Advisory Group.**

4. Term and Termination

This Agreement and the confidentiality obligations set forth herein shall remain in effect for a period of **two (2) years** from the Effective Date. Upon written request by the Disclosing Party, the Receiving Party shall promptly return or certify the destruction of all Confidential Information, documents, and copies received.

5. No Binding Agreement or Purchase Obligation

This Agreement governs only the confidentiality of information and does not obligate either party to execute a purchase agreement, letter of intent, or close the Transaction.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date written below:

RECEIVING PARTY (PROSPECTIVE BUYER / REPRESENTATIVE):

Company / Entity Name: _____

Authorized Signatory Name: _____

Title: _____

Signature: _____ **Date:** _____

Phone Number: _____

Email Address: _____

DISCLOSING PARTY REPRESENTATIVE:

HIPACK Inc.

Representing Jerusalem Farm LLC

Broker / Agent: David Limon

Phone: 951-445-0691

Email: DLimon@HIPACKinc.com