

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, NON-COMPETE AND NON-CIRCUMVENTION AGREEMENT

Matt Miller THIS MUTUAL CONFIDENTIALITY AGREEMENT (the or this "Agreement") is made and entered into between **Mr Roe Holdings &** ("_____") Company Name, Signature Name "_____" "Business Associates"). The Company and Business Associates are sometimes referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS, the Company and the Business Associates desire to explore a possible business relationship pursuant to which each Party, including any of its companies, subsidiaries or affiliates or any director, member, manager, partner, officer, employee, consultant, contractor, attorney, accountant, agent or advisor of such Party (collectively, "**Representatives**"), may disclose as disclosing Party (the "**Disclosing Party**") certain Confidential Information (as defined below) to the other Party (the "**Receiving Party**").

WHEREAS, both Parties desire to protect the confidentiality and proprietary nature of any Confidential Information that may be disclosed pursuant to this Agreement, including pursuant to any business relationship that might be established between the Parties.

WHEREAS, the Parties desire to set forth certain terms, provisions and restrictions with respect to the disclosure of Confidential Information between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants set forth herein, the Parties hereto hereby agree as follows:

1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" shall mean any information disclosed by the Disclosing Party to the Receiving Party, whether transmitted in oral, written or graphical form or obtained by observation or otherwise during plant or facility visits, including, without limitation, all scientific, engineering, statistical, technical, process, method or commercial data, information or know-how, including, without limitation, that relating to research, development, manufacturing, distribution or marketing of any modular or component shelving, cabinets, counters, kiosks or other products or product lines or services of the Disclosing Party, all ideas, concepts, customer lists, trade secrets, intellectual property, drawings, models, prototypes or samples and all information regarding pricing, business and marketing plans and strategies, product lines, methods of business operation and the general business operations and financial information regarding the Disclosing Party, together with any analyses, compilations, studies or other documents or records prepared by the Receiving Party or any of its Representatives pertaining to such information.

2. Non-Use and Non-Disclosure of Confidential Information. The Receiving Party shall use the Confidential Information only for the purpose of engaging in discussions with the Disclosing Party and in connection with any future business relationship between the Parties and for no

other purpose. The Receiving Party shall not use the Confidential Information for the benefit of itself or any other person other than the Disclosing Party. The Receiving Party shall not disclose or provide Confidential Information or any summary or derivative thereof to any third party without the express prior written consent of the Disclosing Party in each instance. The Receiving Party shall take all necessary steps to ensure that the Confidential Information of Disclosing Party is not used or disclosed by its Representatives in violation of this Agreement.

3. Access to Confidential Information. Each Party agrees to permit access to the Confidential Information only to those of its Representatives who must know such information in order to enable the Party to engage in discussions with the other Party and to fulfill the purpose of this Agreement. Each Party shall require all such Representative who have access to any Confidential Information to be informed of the confidential nature of such information and of the Party's obligations under this Agreement.

4. Notice of Misappropriation. The Receiving Party will promptly inform the Disclosing Party in writing of any misappropriations, unauthorized use, or disclosure of the Confidential Information in violation of this Agreement that may come to the Receiving Party's attention.

5. Term of Obligations; Return of Confidential Information. This Agreement will remain in effect for a period of two (2) years from the date first written above, provided that, notwithstanding any termination or expiration, the Receiving Party shall remain subject to the obligations of this Agreement with respect to Confidential Information for a period of two (2) years after the disclosure of such Confidential Information to the Receiving Party, provided further that, Confidential Information constituting a trade secret under applicable law shall continue to remain subject to the obligations of this Agreement for as long as it remains a trade secret. Each of the Parties acknowledges and agrees that, as between the Parties, the Confidential Information is the sole property of the Disclosing Party. Upon the request of the Disclosing Party, or in any event upon the termination of the discussions or any future relationship between the Parties, the Receiving Party shall immediately return to the Disclosing Party all written, graphic, electronic, or other form of media or portions thereof that contain or refer to any Confidential Information and destroy any copies thereof. Upon request, the Receiving Party will certify in writing its compliance with this section. The Parties agree that the terms of this Agreement shall remain confidential.

6. Non-Confidential Information. The Receiving Party shall have no obligation to preserve the confidential and proprietary nature of any Confidential Information that: (i) was previously known to and not improperly received by the Receiving Party, as can be documented, free of any obligation to keep confidential and free of any restriction on use or disclosure; (ii) is or becomes generally known to the public other than as a result of disclosure by the Receiving Party or its Representatives; (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not bound by any contractual, legal or fiduciary obligations prohibiting the disclosure or transfer of the Confidential Information; or (iv) is independently developed (without the use of assistance of the Confidential Information) by the Receiving Party, as evidenced by the Receiving Party's written records.

7. Compelled Disclosure. If the Receiving Party is compelled by lawful process (whether by interrogatories, requests for information or documents, subpoena, civil investigative demands or other process) to disclose any Confidential Information, the Receiving Party will, if legally permissible, provide the Disclosing Party with prompt written notice of any such demand so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If failing the entry of a protective order or other appropriate remedy or the receipt of a waiver hereunder, the Receiving Party is, in the opinion of its outside legal counsel, legally required to disclose the Confidential Information, the Receiving Party may disclose that portion of the Confidential Information which its outside legal counsel advises that it is legally required to disclose and the Receiving Party will use its best efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information which is being disclosed. In no event will the Receiving Party oppose action by the Disclosing Party to obtain a protective order or other appropriate remedy or reliable assurance that confidential treatment will be accorded to the Confidential Information.

8. Non-Circumvention. Receiving Party agrees that they shall not contact any prospects or entities that are associated with a prospect introduced by Disclosing Party without the expressed written consent of Disclosing Party. Further, Receiving Party agrees that in pursuing business relationships, information will be disclosed by Disclosing Party about prospects or about a potential prospect, including individuals, corporations, limited liability companies and non-profit organizations, and any other prospects introduced by Disclosing Party shall be considered Confidential Information. Receiving Party agrees not to enter into any competitive transaction or any similar business in nature with any prospect or with any potential prospect introduced by Disclosing Party without the prior written consent and inclusion of Disclosing Party. Receiving Party agrees that even an attempt to contact a prospect or a potential prospect introduced by Discloser may cause damages to Disclosing Party that are not quantifiable, and Receiving Party agrees that Disclosing Party shall have the benefit of equity and injunctive relief if such action is taken on the part of the Receiving. Receiving Party agrees that Receiving Party shall not contact any person or entity that becomes known to Receiving Party by virtue of Confidential Information disclosed by Disclosing Party for any purpose without the written consent of the Disclosing Party. For the avoidance of doubt, the Parties agree that they will not utilize any other entity that they are in any way associated with (i.e., own, lease, are a shareholder of, a member in, and/or have any legal or business relationship whatsoever, etc.) to go-around, circumvent and/or frustrate the transaction without the written consent of the other Party. It is specifically agreed that failure to obtain written consent is a violation of this Agreement. The Parties agree that this action or inaction will cause substantial damages to the harmed Party.

9. No Right or Interest. No rights or obligations other than those expressly recited herein are to be implied from this Agreement, including any requirement that requires either Party to enter into any business relationship with the other Party or to contract with the other Party for any purpose. Neither the execution and delivery of this Agreement nor the disclosure of any Confidential Information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present or future invention, trade secret, trademark, copyright, or patent now or hereafter owned or controlled by either Party. Nothing in this Agreement shall in any way restrict either Party from disclosing its own Confidential Information to third parties on such terms as it considers appropriate.

10. No Warranties. Each Party acknowledges that any Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and each Party agrees to assume full responsibility for all conclusions it may derive from the Confidential Information, absent any agreement between the Parties to the contrary. The Disclosing Party will have no duty to update any Confidential Information.

11. Equitable and Non-Exclusive Remedies. Each Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the non-breaching Party shall be entitled to seek specific performance and injunctive or equitable relief as a remedy for any such breach and agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

12. Waiver. No failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power or privilege hereunder.

13. Attorneys' Fees. If either Party brings an action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and court costs.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflict of laws principles. For any dispute arising under this Agreement, the Parties hereby consent to the exclusive jurisdiction and venue of the courts located in New York, New York.

15. Assignment. This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party, except that a Party may assign or transfer all or a portion of its rights and interests herein to a parent or wholly owned subsidiary of that Party or to a successor in interest to all or substantially all of the stock, assets or business of that Party. Any purported assignment or transfer in violation hereof shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

16. Notices. All notices, requests, demands and other communications that are required or may be given under this Agreement shall be in writing and shall be sent to the address set forth on page 1 of this Agreement, unless such addresses are changed by written notification to the other Party and may be sent via facsimile or e-mail (with confirmation, and a copy of such notice also sent by First Class U.S. mail) or by registered or certified mail, postage prepaid, return receipt requested, or by overnight mail service.

17. Amendment. No amendment or modification relating in any manner to this Agreement shall be effective unless executed in writing and signed by both Parties.

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties as it relates to the subject matter contained herein and supersedes any prior agreement or understanding between the Parties relating hereto. This Agreement shall only be modified by written document signed by both Parties. This Agreement shall be binding upon the Parties, their successors and assigns, and no Party may assign its rights and or obligation under this Agreement without the other Party's prior written consent. Parties signing as officers of entities also agree that by their signatures, they shall also bind themselves personally to the terms set forth in this Agreement.

19. Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or un-enforceability shall not affect or limit the validity or enforceability of any other provision hereof.

20. No Publicity. Each Party agrees not to use any name, trademark, service mark or logo of the other Party in any publicity, advertising or information that is disseminated to the general public without the prior written approval of such other Party.

21. Execution and Authority. Each Party represents that:

- (a) it has the full right, power and authority to execute and deliver this Agreement and to perform its terms;
- (b) the execution and delivery of this Agreement will not violate or conflict with any charter provision or bylaw of the Party or any of its subsidiaries or affiliates;
- (c) the Party has taken all required corporate, company or other actions to approve this Agreement;
- (d) this Agreement is enforceable against the Party according to its terms, subject to bankruptcy, insolvency, and other laws relating to or affecting creditors' rights and to general equity principles; and
- (e) the person executing this Agreement on the Party's behalf is duly authorized and empowered to do so.

22. Liquidated Damages. The Parties hereby agreed that a material breach of the terms of this Agreement will cause substantial financial damages to the disclosing party. The specific amount of damages is difficult if not impossible to determine. Therefore, it is agreed, that if a recipient of confidential information uses that information in violation of this Agreement, damages of Two-Percent (2%) of the total transaction value shall be presumed and the disclosing party shall be entitled to recover from the Party who breaches this agreement, as agreed upon damages for breach of contract. For the avoidance of doubt, total transaction value means the total quantity of the goods multiplied by the per-unit price of the goods ("**Total Transaction Value**"). It is further agreed that Two-Percent (2%) of the Total Transaction Value is fair and reasonable given the nature and volume of the transactions being done between the Parties. If either Party has to seek enforcement of the terms and conditions of this Agreement, whether suit be brought or not, the prevailing party shall be entitled to recover all fair and reasonable attorney's fees and costs, to include appeal, from the non-prevailing party. Each Party acknowledges that he/she/it was given a reasonable amount of time in which to consider and review this Agreement. Each Party further acknowledges that:

- (a) each Party took advantage of the time he/she/it was given to consider and review this Agreement before signing it;
- (b) has carefully read this Agreement;
- (c) fully understands it;
- (d) is entering into this Agreement knowingly and voluntarily, and
- (e) is receiving valuable consideration in exchange for the other Party's execution of this Agreement that he/she/it would not otherwise be entitled to receive.

23. Personal Liability. Notwithstanding anything contained herein, the Parties agree that in an event of a breach of this Agreement, personal liability, in addition to liability as to the corporate form, shall attach. Additionally, the Parties shall personally guarantee any liability.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the execution of this Agreement and delivery of signatures, copies and electronic signatures in portable document format ("PDF") will be treated in all respects as having the same effect as original signatures.

INTENDING TO BE BOUND, the Parties have caused this Agreement to be executed as of the date first written above.

Matt Miller

PRESIDENT & PROJECT MANAGER FOR GATC HEALTH

MR ROE HOLDINGS LLC

Authorized Consultant _____

Associated Party Name _____

Associated Party Signature _____



MR ROE HOLDINGS