

MUTUAL NON-DISCLOSURE AGREEMENT

THC Grow Systems, LLC | The Horticulture Camera

Silicon Valley - San Jose, California | Confidential Business & Technology Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between **THC Grow Systems, LLC**, a California limited liability company ("THC Grow Systems"), and the person or entity identified below ("Receiving Party"). Each party may disclose confidential information to the other and, when doing so, is a "Disclosing Party."

1. Purpose

The parties may exchange confidential information to evaluate or pursue a potential investment, licensing arrangement, manufacturing relationship, vendor relationship, strategic partnership, employment or contractor relationship, product development activity, or other legitimate business opportunity involving THC Grow Systems, LLC and The Horticulture Camera.

2. Confidential Information

"Confidential Information" means nonpublic information disclosed in written, visual, electronic, oral, demonstrative, prototype, or other form that a reasonable person would understand to be confidential under the circumstances. It may include inventions, patent strategy, patent applications, designs, prototypes, schematics, software, source code, algorithms, product specifications, sensor and power-control configurations, research, test results, manufacturing information, pricing, costs, financial information, capitalization, investor information, customer or supplier information, business plans, licensing discussions, marketing plans, trade secrets, and other proprietary information.

3. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate: (a) was lawfully known without confidentiality restriction before disclosure; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

4. Confidentiality Obligations

The Receiving Party shall use Confidential Information solely for the Purpose described above; protect it using at least reasonable care; and disclose it only to employees, officers, professional advisers, contractors, financing sources, or representatives who have a legitimate need to know and are subject to confidentiality obligations at least as protective as those contained here. The Receiving Party is responsible for breaches of this Agreement by its representatives to the extent permitted by law.

5. Intellectual Property and No License

All Confidential Information and associated intellectual property remain the property of the applicable owner. Disclosure does not grant any license, ownership interest, manufacturing right, commercialization right, patent right, copyright, trademark right, or other intellectual-property right except as expressly stated in a separate written agreement. Nothing in this Agreement transfers ownership of The Horticulture Camera technology, patents, inventions, designs, software, or related intellectual property.

6. No Reverse Engineering or Unauthorized Use

To the extent permitted by applicable law, the Receiving Party shall not use Confidential Information to copy, reproduce, reverse engineer, disassemble, decompile, manufacture, commercialize, or assist another person in developing a competing implementation of confidential prototypes, designs, software, hardware, or technical materials supplied for evaluation, except with prior written authorization from the Disclosing Party.

7. Required Disclosure

If the Receiving Party is legally required to disclose Confidential Information, it may disclose only the portion legally required and, where legally permitted, shall provide prompt notice to the Disclosing Party so that protective treatment may be sought.

8. Return or Destruction

Upon written request, the Receiving Party shall return or destroy Confidential Information in its possession or control, except for archival copies maintained automatically or retained as required by law, regulation, professional obligations, or bona fide record-retention policies. Any retained Confidential Information remains subject to this Agreement.

9. Term and Survival

This Agreement begins on the Effective Date and applies to disclosures made during the following three (3) years unless the parties agree otherwise in writing. Confidentiality obligations for non-trade-secret Confidential Information survive for five (5) years after disclosure. Obligations concerning information that qualifies as a trade secret survive for as long as the information remains legally protectable as a trade secret.

10. No Obligation to Proceed

Neither party is required to proceed with any investment, transaction, licensing arrangement, purchase, partnership, employment relationship, or other business relationship. Each party is responsible for its own evaluation and expenses unless otherwise agreed in writing.

11. No Warranty

Confidential Information is provided for evaluation purposes. Except as expressly stated in a definitive written agreement, neither party makes a representation or warranty regarding the completeness or accuracy of Confidential Information, and neither party is obligated to disclose any particular information.

12. Remedies

The parties acknowledge that unauthorized use or disclosure of Confidential Information may cause harm for which monetary damages may be inadequate. Subject to applicable law, the affected party may seek appropriate injunctive or equitable relief in addition to other remedies available at law.

13. Governing Law and Venue

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law rules that would require application of another jurisdiction's law. Subject to any enforceable written dispute-resolution agreement between the parties, the parties consent to appropriate state or federal courts located in Santa Clara County, California.

14. General Terms

This Agreement contains the parties' understanding regarding confidentiality for the Purpose and may be amended only in a writing signed by both parties. If a provision is held unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law. A failure to enforce a provision does not waive future enforcement. This Agreement may be executed in counterparts and by electronic signature.

15. Party Information and Signatures

THC Grow Systems, LLC	Other Party
Name: Chris Rognstad	Name: _____
Title: Founder / Authorized Representative	Company: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Email: _____	Email: _____

ATTORNEY-REVIEW DRAFT

This downloadable form is intended as a general business NDA for THC Grow Systems, LLC. It should be reviewed by qualified California counsel before public website use, particularly for employees, contractors, invention assignments, international counterparties, or transactions involving specialized confidentiality requirements.