

## NON-DISCLOSURE AGREEMENT

This Agreement, made as of October 16th, 2017 (the "Effective Date"), by and between Nomadus Inc., an entity with an address at 109 Velvetleaf, Irvine, CA 92620 ("Disclosing Party") and Kush Infosystems Inc., an entity with an address at 24 Paris Avenue, Edison, New Jersey, 08820 ("Recipient Party"). In order to pursue mutual business purposes, Disclosing Party and Recipient Party recognize that there is a need to exchange certain confidential information of the parties to be used only for such mutual business purposes and to protect such confidential information from unauthorized use or disclosure.

In consideration for obtaining access to such information, Disclosing Party and Recipient Party agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean (a) any documents or items disclosed by the Disclosing Party to the Recipient Party that, at the time of disclosure, are marked as "confidential" or "proprietary" or which words of similar effect; (b) any information disclosed orally to the Recipient Party that, at the time of disclosure, is designated to be "confidential" or "proprietary"; and (c) any non-public, technical or business information, whether or not designated as "confidential" or "proprietary" at the time of disclosure and including information disclosed in presentations by the Disclosing Party to the Recipient Party, that the Recipient Party knows the Disclosing Party treats as confidential for any purpose or which would be deemed confidential to a reasonable person, including but not limited to marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, trade secrets, inventions, formulas, processes, databases, ideas and computer programs.

2. Each party agrees to hold the other party's Confidential Information in strict confidence, to use such Confidential Information solely for the relevant mutual business purposes, and not to (a) disclose such Confidential Information to any third parties without the Disclosing Party's prior written permission, or (b) make any unauthorized use, or allow any third party to make any unauthorized use, of such Confidential Information. The Recipient Party may disclose Confidential Information to its responsible employees, but only to the extent necessary to carry out the purposes for which the Confidential Information was disclosed, and the Recipient Party agrees to instruct all such employees not to disclose such confidential information to third parties, including consultants, without the prior written permission of the Disclosing Party.

3. The obligations under paragraph two (2) shall not apply to Confidential Information which is rightfully known to the Recipient Party at the time that it is disclosed by the Disclosing Party and can be documented as such, or which, before being divulged by the Recipient Party, (a) has become publicly known through no wrongful act of the Recipient Party; (b) has been rightfully received by the Recipient Party from a third party without restriction on disclosure and without breach of this Agreement; (c) has been approved for release by written authorization of Disclosing Party, (d) is independently developed by the Recipient Party by its employees or agents who have had no access to the Disclosing Party's Confidential Information; or (e) has been disclosed pursuant to a requirement of a governmental agency or court of law.

4. Within ten (10) days of the Disclosing Party's request at any time, the Recipient Party shall return to the Disclosing Party or destroy, at the Disclosing Party's option, all tangible materials that disclose or embody the Disclosing Party's Confidential Information.

5. The Recipient Party shall not remove any proprietary rights legend from, and shall, upon the Disclosing Party's reasonable request, add any proprietary legend to, materials disclosing or embodying the Disclosing Party's Confidential Information.

6. In the event that the Recipient Party is ordered to disclose the Disclosing Party's Confidential Information pursuant to a judicial or governmental request, requirement or order, the Recipient Party shall immediately, and in any

event prior to complying therewith, notify the Disclosing Party and take reasonable steps to assist the Disclosing Party in contesting such request, requirement or order or otherwise protecting the Disclosing Party's rights.

7. Neither party has any obligation under or by virtue of this Agreement to purchase from or furnish to the other party any products or services, or to enter into any other agreements, including but not limited to, a development, purchasing or technology licensing agreement.

8. The parties acknowledge that it will be impossible to measure the damages that would be suffered by the Disclosing Party if the Recipient Party fails to comply with this Agreement and that in the event of any such failure, the Disclosing Party will not have an adequate remedy at law. The Disclosing Party shall, therefore, be entitled in addition to any other rights and remedies to obtain specific performance of the Recipient Party's obligations hereunder and to obtain immediate injunctive relief without having to post a bond. The Recipient Party shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

9. Other than as expressly specified herein, the Disclosing Party grants no license to the Recipient Party under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce the Disclosing Party's Confidential Information. In the event that the Disclosing Party's Confidential Information is or becomes the subject of a patent application, patent, copyright or other proprietary right, the Recipient Party agrees and understands that the Disclosing Party will have all the rights and remedies available to it under the law as a result of said patent application, patent, copyright or other proprietary right.

10. Notwithstanding any other provisions of this Agreement, the Recipient Party agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Disclosing Party or any products utilizing such data to any countries outside the United States if such export would be in violation of the United States Export Control Laws or Regulations then in effect.

11. This Agreement and all actions related hereto shall be governed by the laws of the State of California, excluding its choice of law principles. With respect to any action arising under or related to this Agreement, the Recipient Party hereby: (i) agrees that the Recipient Party has sufficient contacts with California to subject it to the personal jurisdiction of the state and federal courts of the State of California; (ii) that venue properly lies in the State of California; (iii) waives and agrees not to assert any claim that it is not subject personally to the jurisdiction of the above-named courts; such action should be dismissed on grounds of lack of venue or *forum non conveniens*; should be transferred to any court other than the above-named courts; should be stayed by reason of the pendency of some other proceeding in any court other than the above-named courts; (iv) consents and agrees that service of process may be made in any manner permitted by law or by registered or certified mail, return receipt requested, at its principal place of business; and that service made in accordance with the foregoing is reasonably calculated to give actual notice of any such action; and (v) waives and agrees not to assert any claim that service of process made in accordance with the foregoing does not constitute good and sufficient service of process.

12. The rights and obligations herein shall bind the parties, their legal representatives, successors, heirs and assigns.

13. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

14. All confidentiality obligations under this Agreement shall survive the termination of the business relationship between the parties, the return of any Confidential Information, and the termination of this Agreement.

15. In the event the Disclosing Party brings any action at law or suit in equity to enforce this Agreement, the Disclosing party will be entitled, if it prevails in such actions, to collect its costs, including but not limited to all court costs, and reasonable attorney's fees.

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("Disclosing Party")

By: Peter Shih

Title: Co-founder

Date: October 16th, 2017

Ethan Morgan

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("Recipient Party")

By: Ethan Morgan

Title: Client Support Specialist

Date: October 16th, 2017