

**CONFIDENTIALITY/NON-DISCLOSURE
AND NON-CIRCUMVENTION AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between Green Sight Agri-Holdings Inc., an Alberta corporation (“GREENSIGHT”), and _____, an _____ (“COMPANY B”).

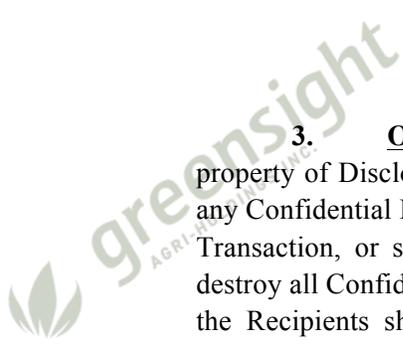
In this Agreement, the “Disclosing Party” refers to GREENSIGHT whenever it is disclosing information to COMPANY B, and to COMPANY B whenever he is disclosing information to GREENSIGHT, and “Recipient” refers to COMPANY B, whenever he is receiving information from GREENSIGHT, and GREENSIGHT whenever it is receiving information from COMPANY B.

WHEREAS, the Disclosing Party is prepared to furnish confidential information to the Receiving Party under this Agreement for the purpose of considering one or more business transactions (the “Transaction”), between a corporation identified by GREENSIGHT on the attached Schedule “A”, or a corporation identified by COMPANY B on the attached Schedule “B”,

NOW, THEREFORE, in consideration of the premises hereof and the promises set forth below, the parties agree as follows:

1. Confidential Information. "Confidential Information" as used in this Agreement means all information relating to the Transaction, disclosed to the Recipients by Disclosing Party, including any business, technical, marketing, financial or other information, whether in written form, and all notes, analyses, compilations, studies or other documents prepared electronic, oral or by the Recipients which contain or reflect such information. The contents or existence of discussions or negotiations related to the Transaction shall constitute Confidential Information. Confidential Information shall not include information that (a) is or becomes part of the public domain other than as a result of disclosure by the Recipients, (b) becomes available to the Recipients on a non-confidential basis from a source other than Disclosing Party, provided that, to the best of Recipient’s knowledge after due inquiry, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, (c) was in the Recipients' possession prior to disclosure of the same by Disclosing Party, or (d) can be shown by the Recipients to have been independently developed by its Representatives (as defined below) without access to the Confidential Information.

2. Non-Uses; Protection and Dissemination of Confidential Information. The Recipients agree not to use the Confidential Information for purposes other than evaluating the Transaction. The Recipients shall not disclose the Confidential Information to any other party and will use all reasonable efforts to protect the confidentiality of such information; provided, however, that the Recipients may furnish Confidential Information to those employees, officers, directors, agents, consultants, affiliates, and advisors of the Recipients (collectively, the “Representatives” of such Recipient) who need to have access to such Confidential Information in order to assist the Recipients in its evaluation of the Transaction. As a condition to such disclosure, the Recipients shall inform its Representatives of the confidential nature of the information and shall be responsible for any breach of this Agreement by any such Representatives.



3. Ownership and Return. All Confidential information shall be and remain the property of Disclosing Party, and no right or license is granted to the Recipients with respect to any Confidential Information. Upon the termination by either party of discussions concerning the Transaction, or sooner if so requested, the Recipients agree to return to Disclosing Party or destroy all Confidential Information, including all copies of the same. Upon request, an officer of the Recipients shall certify the fact of any such destruction in writing to Disclosing Party. Nothing in this Agreement obligates Disclosing Party to disclose any information to the Recipient or creates any agency or partnership relation between them.

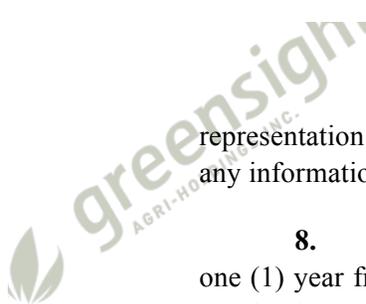
4. Non-Circumvention. COMPANY B agrees that it will not, and will require that their officers, employees, directors, partners, consultant and agents, and any other person and such person's partners, members, officers, employees consultants and agents, to whom COMPANY B show any information regarding a Transaction, will not, for a period of one (1) year commencing from the date of this Agreement, contact a target corporation identified in Schedule A directly or circumvent in any way GREEN SIGHT's relationship and/or contract with a target corporation identified in Schedule A with respect to a Transaction without the prior written consent of GREEN SIGHT.

GREEN SIGHT agrees that it will not, and will require that their officers, employees, directors, partners, consultant and agents, and any other person and such person's partners, members, officers, employees consultants and agents, to whom GREEN SIGHT show any information regarding a Transaction, will not, for a period of one (1) year commencing from the date of this Agreement, contact a target corporation identified in Schedule B directly or circumvent in any way COMPANY B's relationship and/or contract with a Target Corporation identified in Schedule B with respect to a Transaction without the prior written consent of COMPANY B.

5. Compelled Disclosure. If the Recipients are requested or required by legal or administrative process to disclose any Confidential Information, the Recipients shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, the Recipients will (a) disclose only that portion of the Confidential Information which the Recipients' legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed.

6. Remedies. Both parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by the Recipients, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the granting of injunctive relief in favor of Disclosing Party without proof of actual damages. In the event of litigation between the parties concerning an alleged breach of this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs and expenses in such litigation, including attorneys' fees. Notwithstanding the foregoing, the Recipients' liability to the Disclosing Party in contract shall be limited to direct damages, and shall exclude any other liability, including liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

7. Transaction. Both parties agree that unless and until a final, written definitive agreement regarding the Transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. No



representation or warranty is made by the Disclosing Party as to the accuracy or completeness of any information provided to the Recipients.

8. Term and Termination. This Agreement will continue in effect for a period of one (1) year from the date hereof, unless either party terminates it earlier by providing a written termination notice to the other party; provided, however, that if this Agreement is so terminated by either party, this Agreement will continue to apply to any Confidential Information disclosed hereunder prior to the other party's receipt of the termination notice until the end of the one-year term.

9. Execution. This Agreement may be simultaneously executed in several counterparts and by facsimile each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

10. Miscellaneous. This Agreement shall ensure to the benefit of and shall be binding upon the parties' respective successors and permitted assigns. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each party. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta (without regard to its conflict of laws provisions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GREEN SIGHT AGRI-HOLDINGS INC.

Signatory: _____

Name: _____

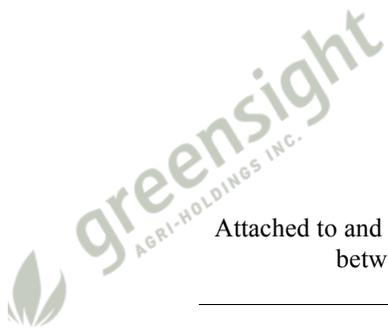
Title: _____

COMPANY B

Signatory: _____

Name: _____

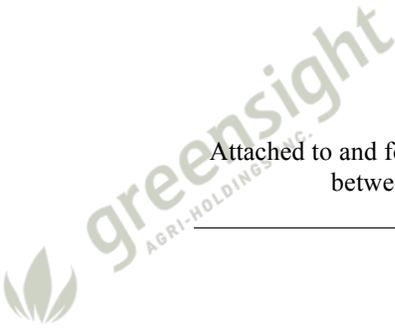
Title: _____



Schedule "A"

Attached to and forming part of that Confidentiality/Non-Disclosure and Non-Circumvention Agreement between GREENSIGHT and COMPANY B. dated _____, 2019.

Target Corporation	GREENSIGHT's Acceptance	COMPANY B's Acceptance
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Schedule “B”

Attached to and forming part of that Confidentiality/Non-Disclosure and Non-Circumvention Agreement between GREENSIGHT and COMPANY B. dated _____, 2019.

Target Corporation	GREENSIGHT’s Acceptance	COMPANY B’s Acceptance
_____	_____	_____
_____	_____	_____
_____	_____	_____
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