



20946 AVENEL RUN, BOCA RATON, FL 33428, USA •

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is made effective as of the day of ,2020 (the “Effective Date”), by and between **GLOBAL Regenerative Group, Inc**, a Florida corporation with business offices at 100 SE 2nd Street, Suite 2000, PMB #234 Miami, FL, US, 33131 (“GRG”) and , with business offices at (the “Contact”) and Each of GRG and the Contact is a “Party” and collectively are the “Parties.”

WHEREAS, each Party desires to provide certain of its confidential information to the other party for the purpose of evaluating whether to enter into a business relationship with the other Party, and if such business relationship is entered into, moving such business relationship forward (collectively, the “Business Purpose”);

NOW, THEREFORE, in consideration of the disclosure of such confidential information and the mutual agreements set forth herein, the Parties agree as follows:

1. Confidential Information.

As used in this Agreement, “Confidential Information” means any information disclosed, either orally or in writing, by one Party (a “Disclosing Party”) to the other Party (a “Receiving Party”), before or after the Effective Date hereof, concerning the Disclosing Party’s intellectual property, business dealings, customers, finances, operations, products, other business and technical information, or other information of a competitively sensitive or proprietary nature. In addition, for purposes of this Agreement, “Confidential Information” shall include, without limitation, the existence and terms of this Agreement and the fact that the Parties are in discussions with respect to the Business Purpose. Confidential Information does not, however, include information that the Receiving Party can demonstrate: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) was known by the Receiving Party before receiving such information from the Disclosing Party; (c) is hereafter rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.

2. Obligations.

The Receiving Party agrees: (a) to hold the Disclosing Party’s Confidential Information in strict confidence; (b) not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the Disclosing Party in writing; (c) not to use any Confidential Information for any purpose other than the Business

Purpose and not in any way detrimental to the Disclosing Party; (d) to restrict access to the Disclosing Party's Confidential Information to only those of its employees, representatives, contractors, or advisors (collectively, the "Representatives") to whom such access is reasonably necessary or appropriate for carrying out the Business Purpose, and to obtain nondisclosure agreements similar in form to this Agreement from such Representatives prior to disclosing Confidential Information to such Representatives; (e) to use reasonable care, consistent with the Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Disclosing Party's Confidential Information and, at its sole expense, to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information. Each Party shall be responsible for any breach of this Agreement by any of its Representatives.

3. Required Disclosures.

The Receiving Party may disclose the Disclosing Party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or request for confidential treatment and provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

4. Copies and Abstracts.

To the extent necessary to carry out the Business Purpose, the Receiving Party may make copies or abstracts of the Disclosing Party's Confidential Information provided that all such copies and abstracts are themselves marked as confidential and provided that the Receiving Party maintains a written record of the distribution of all such copies and abstracts. The Receiving Party shall not, and shall not assist others to, disassemble, decompile, reverse engineer or otherwise attempt to recreate the Disclosing Party's Confidential Information except with the Disclosing Party's prior written consent.

5. Return of Confidential Information.

Confidential Information shall be deemed the property of the Disclosing Party, and upon the Disclosing Party's request, the Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information to the Disclosing Party, will destroy all documents containing the Disclosing Party's Confidential Information, and will provide to the Disclosing Party a written certification of the Receiving Party that it has done so.

6. No Implied Licenses, Representations or Warranties.

Nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information, except as specifically stated in this Agreement. Furthermore, the parties mutually acknowledge that the Disclosing Party makes no representation or warranty as to the reliability, accuracy or completeness of Confidential Information. It is agreed that neither Party, nor any of its Representatives shall have any liability to the other Party or any of its Representatives arising from the disclosure or use of Confidential Information.

7. Remedies; Injunctive Relief.

As used in this Agreement, "Loss" shall include but not be limited to losses, costs, claims, damages, legal fees, liabilities, penalties and expenses. If the Disclosing Party sustains any

Loss due to a breach of this Agreement by the Receiving Party, its Representatives or those who are provided access through the Receiving Party to the Disclosing Party's Confidential Information, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless for any and all such Loss. A breach of these provisions will be material, and will irreparably and continually damage the non-breaching party, for which money damages may not be adequate. Without prejudice to the rights and remedies otherwise available to the non-breaching party, such party shall be entitled to (a) preliminarily or permanently enjoin the breaching party from violating this Agreement and (b) obtain money damages insofar as they can be determined. This remedy shall be in addition to any other remedies available. Nothing in this Agreement shall limit the right of either party to contest any facts or make any legal argument relating to the existence of any breach or threatened breach of this Agreement. The Parties hereby waive any requirement for the posting of a bond or other security in connection with the granting to the Disclosing Party of such injunctive relief.

8. Term of Agreement.

This Agreement applies to all Confidential Information that is disclosed by one Party to the other Party. The obligations of this Agreement will remain in effect for five (5) years after the date hereof or the date of the last disclosure of Confidential Information hereunder, whichever is later, at which time this Agreement will terminate, or until such time as the Parties shall agree in writing to terminate this Agreement.

9. Applicable Law.

All questions pertaining to the validity, construction, execution and performance of this Agreement shall be construed and governed in accordance with the laws of the State of Florida, USA, without giving effect to principles of conflicts or choice of law.

10. Miscellaneous Provisions.

No failure or delay of either party in exercising its rights herein shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights. This Agreement sets forth the complete and exclusive agreement of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the Parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement. This Agreement may not be terminated, modified, amended or waived orally but only through a writing signed by an authorized representative of the Party against whom it is sought to be enforced. There are no representations or warranties except as expressly stated herein. Neither Party shall assign or transfer its rights, obligations or duties under this Agreement to any third party, without the prior written consent of the other Party.

11. Execution; Counterparts.

This Agreement may be executed and signatures exchanged by facsimile or other electronic means and in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

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

Global Regenerative Group, Inc

Recipient / Company Name

Signature

Signature

By: Randy Beimel_____

By: _____
Printed Name

President_____

Date

Date