

INVESTOR NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

(For Cannabis SPV Capital Raise)

This Investor Non-Disclosure and Non-Circumvention Agreement (this “Agreement”) is entered into as of the date signed below between Atlantic Bloom SPV, LLC (“Disclosing Party”) and the undersigned recipient (“Receiving Party”).

1. Purpose

The Disclosing Party intends to provide the Receiving Party with confidential and proprietary information regarding a private investment opportunity involving a cannabis-related special purpose vehicle (the “Opportunity”). The Receiving Party agrees to keep such information confidential and to refrain from using it except to evaluate a potential investment in the Opportunity.

2. Confidential Information

“Confidential Information” includes all non-public information related to the Opportunity, including but not limited to:

- financial models, cap tables, waterfalls, projections, tax analyses (including 280E impacts);
- pitch decks, investor materials, private offering documents, subscription documents;
- JV terms, partnership structures, operator backgrounds, tribal partnerships, cultivation or retail plans;
- regulatory filings, SOPs, METRC compliance data;
- the identities, contact information, and details of investors, operators, lenders, tribal partners, consultants, and advisors introduced by the Disclosing Party.

Confidential Information may be provided in written, electronic, verbal, visual, or data-room form.

3. Non-Disclosure Obligations

The Receiving Party shall:

1. Not disclose any Confidential Information to any third party without the Disclosing Party’s written consent;
2. Not use Confidential Information for any purpose other than evaluating the Opportunity;
3. Limit access to its attorneys, accountants, professional advisors, and investment committee members who need to know such information and are bound by confidentiality obligations no less protective than this Agreement.

4. Non-Circumvention

For a period of twenty-four (24) months from the date of this Agreement, the Receiving Party agrees not to circumvent the Disclosing Party by directly or indirectly:

- contacting, negotiating with, or entering into any transaction with the operators, tribal partners, JV partners, lenders, investors, or other parties introduced by the Disclosing Party in connection with the Opportunity;
- soliciting, accepting, or pursuing any business opportunity that is materially similar to the Opportunity with parties introduced by the Disclosing Party, unless approved in writing.

This restriction applies only to the specific parties and deals introduced as part of the Opportunity, and does not prohibit the Receiving Party from engaging in unrelated cannabis investments or transactions with third parties independently known to the Receiving Party.

5. Exclusions

Confidential Information does *not* include information that:

- (a) is already known to the Receiving Party without obligation of confidentiality;
- (b) becomes public through no breach of this Agreement;
- (c) is received from a third party entitled to disclose it;
- (d) is independently developed by the Receiving Party without reference to the Confidential Information; or
- (e) is required to be disclosed by law or regulation, provided the Receiving Party gives prompt notice to the Disclosing Party.

6. No Securities Offering

Nothing in this Agreement constitutes an offer to sell or a solicitation of an offer to buy securities. Any investment may occur only pursuant to final offering documents.

7. Return or Destruction

Upon request, the Receiving Party shall return or destroy all Confidential Information and certify such destruction if asked.

8. Remedies

The Receiving Party acknowledges that breach of confidentiality or non-circumvention obligations may cause irreparable harm, and monetary damages may be inadequate. The Disclosing Party is entitled to injunctive relief in addition to all other remedies available at law or equity.

9. Term

The confidentiality and non-disclosure obligations survive for twenty-four (24) months from the date of execution. Non-circumvention obligations survive for 24 months as stated above.

10. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of Connecticut, without regard to conflicts of law. Any dispute shall be resolved by binding arbitration in Hartford, CT administered by the American Arbitration Association (AAA). Judgment may be entered on the award in any court of competent jurisdiction.

11. No Joint Venture

Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship.

12. Signatures

Disclosing Party:

Atlantic Bloom SPV, LLC

By: _____

Name: *Eric Purnell, Managing Partner*

Date: _____

Receiving Party:

_____ (Signature)

Printed Name: _____

Title (if applicable): _____

Date: _____