



COMPANY LEGAL NAME:

ADDRESS:

## Non-Binding Feasibility Assessment (NBFA) -POWER SUPPLY AGREEMENT

This **Non-Binding Feasibility Assessment** (“NBFA”) sets forth the basis on which Agile Green, LLC, dba., HospitalWise or its designated affiliate (“HW”) and \_\_\_\_\_ (“Owner”) are willing to enter into negotiations to attempt to agree on the definitive form of POWER SUPPLY AGREEMENT and related agreements (“PSA”) for HW to supply all electrical power requirements of Owner at \_\_\_\_\_ (“Location”)(s). **\*\* (PLEASE PROVIDE ATTACHEMENT WITH SITE LOCATIONS)**

Whereas, \_\_\_\_\_ (Owner) and HW are considering entering into a Renewable Energy Power Purchase with the following benefits to Owner: HW, under a 20-year POWER SUPPLY AGREEMENT will provide electrical power to the designated **Owner facilities (Location) at a guaranteed cost that is 80% of the past 24 months average actual electrical power costs for servicing an identical footprint of those facilities.** If new buildings or equipment are added, the increase of power demand will be charged at the new negotiate rate. HW will further guarantee that such yearly costs will remain flat over the term of the agreement. This agreement requires no capital investment by the Owner and places the financial risk of providing electrical power to the Owner on HW as per terms.

## Non-Binding Feasibility Assessment Process Steps

### 1 SYSTEMS AUDIT

A) Systems Audit. Immediately upon execution of this NON-BINDING FEASIBILITY ASSESSMENT by all Parties (“Execution”), HW shall commence review and analysis of the electrical systems and all electrical power requirements at the Location (“Systems Audit”). To do this, HW will require **electric bills, mechanical list, building footprint and load data** in order to perform a complete and formal due diligence necessary to ensure economic viability of electrical power to be supplied by HW, utilizing commercial renewable energy production and other energy saving strategies.

B) No Cost to Owner. The initial economic concept will include partial or complete off-take (supplying of energy requirements) by the Owner through a POWER SUPPLY AGREEMENT for the Location(s). The POWER SUPPLY AGREEMENT will not require any capital investment from the Owner.

C) Required Due Diligence Materials - To accomplish a timely effort to deliver the Systems Audit, within 10 business days from Execution, Owner shall provide:

**ALL BILLINGS AND PAYMENTS AND ENERGY CONSUMPTION MADE BY OWNER FOR ELECTRICAL POWER AT THE LOCATION(S) FOR THE PAST 24 CONSECUTIVE MONTHS OF ACTUAL ENERGY BILLS, WHETHER FROM THE ELECTRICAL GRID OR SELF-GENERATED AND ANY OTHER SUPPLEMENTAL DOCUMENTATION FROM UTILITY. IF OWNER IS NOT ABLE TO OBTAIN NECESSARY DILLIGENCE INFOMATION WITHIN THE 10 BUSINESS DAYS TIME FRAME,**

**THIS SIGNED DOCUMENT BECOMES THE FORMAL LEGAL AUTHORIZATION ALLOWING HW TO OBTAIN OWNER'S ENERGY CONSUMPTION INFORMATION DIRECTLY FROM THE APPLICABLE UTILITIES ON BEHALF OF \_\_\_\_\_ (OWNER).**

a) All agreements or documents evidencing the current arrangements and/or terms for the supply of any and all types of electrical power currently used or to be used in the future at the Location.

#### **D) CONFIDENTIALITY: MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

**WHEREAS**, the Parties are contemplating discussions concerning business transactions involving the supply of energy, related products and products available to create efficiencies in Hospitals and Hospital systems (the "Transactions"); and

**WHEREAS**, each of the Parties may desire to disclose certain Confidential Information (as defined herein) to the other Party on a confidential basis to further such discussions concerning the Transactions.

**NOW THEREFORE**, in consideration of the disclosure of Confidential Information by either Party, the Parties hereby agree as follows:

#### **Definitions:**

"Confidential Information" shall mean all information, data and know-how disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), to the extent previously, presently, or subsequently disclosed by the Disclosing Party, whether in written or oral form or any other medium (such as digital format, electronic copy, hard copy or cloud based access) or in other tangible materials, including, without limitation:

(i) information, data and know-how that was or will be developed, created, or discovered by or on behalf of the Parties, which has commercial value to the Parties, particularly in connection with the Transactions;

(ii) All IMSS Renewable Energy Systems (IRES) product specifications, compositions, designs, sketches, photographs, graphs, drawings, samples, past, current and planned research and development, computer hardware, information technology, software and database technologies (including object code and source code), systems, structures and architectures and related processes, improvements, devices, discoveries, concepts, ideas, methods, schematics, algorithms and inventions (whether patentable or not); and

(iv) All of the Parties' intellectual property; websites, all of the Parties' URL's, LLC names, domain names, marketing materials, trades dress, trade names, brand names and product names or such similar information or data owned, maintained by, developed by or used by the Parties (whether or not registered, patented, trade-marked or subject to copyright); all of the Parties' customer lists, current and anticipated customer requirements; all of the Parties' price lists, proposed pricing information; projected sales data; all of the Parties' market research and studies, marketing and business plans; the names and expertise of the Parties' employees, independent contractors, consultants, vendors, suppliers, in house or independent marketing teams, product manufacturers; all of the Parties' lawyers, accountants, financial advisors, partners or joint-ventures, investment bankers; all medical, industrial or legal research and opinions on related products and all of the Parties' other business, financial, customer and product development plans, forecasts and strategies of the Parties that in any way, directly or indirectly relates to the manufacture, sale or use of Transaction related products; and

(v) Any material or data of any kind or nature specifically stated to be, marked or expressly designated as "Confidential", "Secret" or "Eyes-Only".

"Party" is defined above, and includes the entity executing this Agreement and any subsidiary, division, affiliate, partner, joint-venture or parent company of each Party and any of the other Party related entities listed in this definition.

"Representatives" are defined as each Party's respective directors, officers, employees, legal and financial advisors, accountants and other agents and representatives, as the case may be.

- Confidential Information of the Disclosing Party shall be the sole and exclusive property of the Disclosing Party. The Receiving Party agrees to protect and hold in confidence the Confidential Information of the Disclosing Party against unauthorized use or disclosure in the same manner as it protects its own similar confidential information, but in no event will the Receiving Party use less than reasonable care to protect such Confidential Information from unauthorized use or disclosure. Each Party shall be responsible for any material breach of this Agreement by itself or by any of its Representatives.

3. The Receiving Party agrees:

(i) to hold the Disclosing Party's Confidential Information in confidence as a fiduciary and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its most confidential materials);

(ii) not to divulge, share disclose or allow the disclosure of any such Confidential Information or any information derived therefrom to any third person or entity (except subject to the conditions stated in Section 4);

(iii) Except for their own use in evaluating the possibility of entering into Transactions, not to make any other use of such Confidential Information for any purpose at any time without the prior written consent of Disclosing Party;

(iv) that any employee, independent contractor, professional or consultant, given access to any such Confidential Information, must have a legitimate "need to know" as part of evaluating the possibility of any Transactions and such persons or entities shall join in and become a party to this Agreement.

4. Without granting any right or license, the Disclosing Party agrees that the provisions of Section 3 of this Agreement shall remain confidential and not subject to disclosure at any time) with respect to any information after three (3) years following the disclosure thereof or to any Confidential Information that the Receiving Party can document:

(i) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) generally available to the public prior to receipt from the Disclosing Party;

(ii) was in its possession or known by its prior to receipt from the Disclosing Party; or

(iii) was rightfully disclosed to it by a third party without restriction, provided, that the Receiving Party complies with other restrictions, if any, imposed by the third party; or

(iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information or other persons having access to such Confidential Information, provided, that the Company may disclose such Confidential Information to third parties for the purposes contemplated under this Agreement.

Notwithstanding the above, nothing herein shall prevent the Receiving Party from disclosing Confidential Information which it is required to disclose by court order or pursuant to the rules and regulations of a governmental agency or body, in either case having jurisdiction over the Receiving Party, to the extent so required by such court order or the published rules and regulations of such governmental authority; provided, however, that, prior to any such disclosure, the Receiving Party shall (a) notify the Disclosing Party promptly in writing of any order or request to disclose and of the facts and circumstances surrounding such order or request so that the Disclosing Party may seek an appropriate protective order or confidential treatment of such Confidential Information and (b) reasonably cooperate with the Disclosing Party in any proceeding to obtain an appropriate protective order at Disclosing Party's expense.

5. The obligation of each Party to protect Confidential Information received from the other Party from unauthorized use or disclosure will survive any termination or expiration of this Agreement or the Parties inability to move forward toward or to consummate any Transactions. The Confidential Information shall be treated as confidential and safeguarded hereunder by the Receiving Party for a period of three (3) years following any termination or expiration of this Agreement, except that IRES formulas, cannabinoid compositions used by IRES, means and methods and manufacturing processes of IRES that are made known to Company, shall remain confidential perpetually and not subject to disclosure at any time.
6. No license or other right is granted by the Disclosing Party to the Receiving Party to use, nor claim any interest in any patent, patent application, trademark, copyright, software or trade secret or any other intellectual property right disclosed by virtue of the execution of this Agreement.
7. The Parties acknowledge that in the process of evaluating Confidential Information, they may be exposed to names or personal contact with each other's employees, independently contracted professionals, and manufactures, vendors or other support personnel key to the Parties, business operations. The Parties agree that for a period of five (5) years from the date hereof: (a) no Party shall directly, nor indirectly solicit nor assist in the soliciting of nor hiring of any employee, professionals, independent contractors of the other (whether such persons or entities remain employed or contracted with the Party) nor (b) solicit or attempt to hire any vendor or manufacturer of the other Party in an effort to produce any product being produced or planned to be produced by the other Party; nor (c) engage in any activity to circumvent the confidentiality and protections of the Parties' businesses and relationships provided in this Agreement. However, this non-circumvention agreement is not intended to and does not prevent IRES from selling its cannabinoids and related products to other interested purchasers, nor prevent the Company from purchasing cannabinoids and cannabinoid products from other manufacturers or suppliers.
8. At any time after termination of discussions by either Party to this Agreement with respect to the Business, upon the request of the Disclosing Party, the Receiving Party will promptly (and in no event later than five (5) business days after such request) redeliver or cause to be redelivered to the Disclosing Party all copies of the Confidential Information furnished to the Receiving Party by the Disclosing Party or any of its Representatives and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings relating thereto or based thereon prepared by the Receiving Party or any of its Representatives. Such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party supervising such destruction.

9. Each Party agrees that (i) money damages are not a sufficient remedy for any breach of any provision of this Agreement by the other Party and (ii) any unauthorized use or disclosure of the Confidential Information provided to the Receiving Party by the Disclosing Party will cause irreparable harm to the Disclosing Party. In addition to all other remedies which any Party hereto may have, each Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the need to post any bond. No failure or delay by any Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The prevailing Party in any action to enforce this Agreement will be entitled to reasonable attorneys' fees and court costs.
10. Any amendment of this Agreement must be in writing and signed by each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof. It is expressly understood that this Agreement is not intended to, and does not, constitute an agreement to consummate the Transactions or to enter into a definitive agreement related thereto, and neither Party will have any rights or obligations of any kind whatsoever with respect to such Transactions by virtue of this Agreement or any other written or oral expression by its respective Representatives unless and until a definitive agreement between the Parties is executed and delivered, other than for the matters specifically agreed to herein.
11. This Agreement shall be governed by the laws of the State of Florida without giving effect to the conflicts of laws principles thereof.
12. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event that any of the provisions of this Agreement will be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**THE PARTIES AGREE THAT THIS NON-BINDING FEASIBILITY ASSESSMENT, AND ALL DISCUSSIONS AND NEGOTIATIONS BETWEEN THE PARTIES PURSUANT TO THIS NON-BINDING FEASIBILITY ASSESSMENT SHALL REMAIN CONFIDENTIAL. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS NON-BINDING FEASIBILITY ASSESSMENT UNTIL THE THIRD ANNIVERSARY OF SUCH TERMINATION**

#### **GOOD FAITH NEGOTIATION OF POWER SUPPLY AGREEMENT**

**IF HW DETERMINES THAT A POWER SUPPLY AGREEMENT IS FEASIBLE AT THE LOCATION(S) THE PARTIES AGREE TO WORK IN GOOD FAITH TO DILIGENTLY NEGOTIATE AND ENTER INTO A FORMAL POWER SUPPLY AGREEMENT FOR THE LOCATION AND OTHER RELATED DEFINITIVE DOCUMENTS AND AGREEMENTS IN ORDER TO CLOSE THE TRANSACTION.**

- a) **Negotiation Period:** This Non-Binding Feasibility Assessment shall remain in effect during the period (the “Negotiation Period”) from the date this Letter is countersigned and delivered by Owner  
(as set forth below) until the earliest to occur of: (i) HW sending a notice declining to enter into a POWER SUPPLY AGREEMENT, (ii) the execution and delivery of the POWER SUPPLY AGREEMENT by the parties, (iii) the execution and delivery of an agreement by the parties to terminate this Non-Binding Feasibility Assessment, and (iv) the failure of the parties to agree on the terms of a POWER SUPPLY AGREEMENT by (DATE): \_\_\_\_\_ (suggestion of 90 calendar days from the execution of NON-BINDING FEASIBILITY ASSESSMENT). If the parties do not enter into the POWER SUPPLY AGREEMENT prior to the expiration of the Negotiation Period, this Non- Binding Feasibility Assessment shall terminate automatically upon the expiration of the Negotiation Period, with no further action by the parties.

#### **EXECUTION OF DEFINITIVE POWER SUPPLY AGREEMENT.**

THE PARTIES SHALL NEGOTIATE IN GOOD FAITH IN AN ATTEMPT TO ENTER INTO THE POWER SUPPLY AGREEMENT.

#### **SINCERELY,**

AGILE GREEN LLC, dba., “HW”  
a Utah limited liability company

Signed: \_\_\_\_\_  
Keith Robertson, President

Date:

ACKNOWLEDGED, ACCEPTED AND AGREED BY:

Signed: \_\_\_\_\_

Date:

Signed:

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Date:

Signed:

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Date:

