

NON-CIRCUMVENT, NON-DISCLOSURE AGREEMENT

This Non-Circumvent, Non-Disclosure Agreement ("NCND") is by and between the persons whose signatures are affixed herein (known as the "parties"), and made and effective as of the date signed herein by the parties.

WHEREAS, Star Chamber Investment Group Inc, and Evoke Ventures Group Inc., registered corporations with the State of Illinois (the "Company ") is engaged in the assembly of funding sources for the submission of applications to the State of Illinois for 16 licenses under round 1 for recreational cannabis which opened on October 15, 2019 and closed on January 2, 2020 and 6 licenses under round 2 for Craft Grow, Infuser and Transportation which opened January 7, 2020 and closed on April 30, 2020 pursuant to a confidential offering meeting all requirements of state law and federal securities laws to be delivered to the parties upon execution of this NCND (the "Transaction"), it is their intention that information be exchanged among the parties in the course of evaluating and participating in the Transaction, and the documents which will be generated subsequent to the execution of this Agreement in furtherance of the proposed Transaction, including, but not limited to, letters of intent and or investment documents prepared by the Company's legal representatives; and

WHEREAS, the parties recognize the value to be derived from receipt of the information pursuant to this NCND;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, which sufficiency is acknowledged, the parties hereby agree as follows:

AGREEMENT TO NOT CIRCUMVENT

The parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate each other's' interest, or the interest or relationship between the parties, by means of any procedures, investors, managers, consultants, dealers, owners, financial instructions, or other actions whatsoever for the purpose of changing, increasing or avoiding, directly or indirectly, payments or investments of established or to-be established investors and owners, or other continuance of pre-established relationships, or to intervene in un-contracted relationships with intermediaries, entrepreneurs, legal counsel, or to initiate any buy/sell or any transactional relationship that bypasses one of the parties in favor of another individual or entity, in connection with the subject Transaction.

AGREEMENT NOT TO DISCLOSE / CONFIDENTIALITY

The parties shall use all reasonable efforts to protect the information given to it pursuant to this Agreement, and to keep it confidential, using a standard of care no less than the degree of care that the party would be reasonably expected to employ for his own similar confidential information. Parties may disclose the information only to those persons who have a need to know the information. Prior to disclosing the information to employees, independent contractors, or necessary third parties, the party shall issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the information on a confidential basis on the same conditions as contained in this Agreement.

Information contained in such documents will not be passed under any circumstances to another intermediary or broker or trader or any other company or private person who is not an end buyer without specific written consent of the parties generating the information herein.

All right, title and interest in and to the information shall remain the exclusive property of the party disclosing such information, and the information shall be held in trust and confidence by the receiving party for the benefit of the disclosing party. No interest, license or any right respecting the information, other than expressly set out herein, is granted to the parties under this Agreement by implication or otherwise.

CONFIDENTIAL INFORMATION / TRADE SECRETS

The foregoing list, which is not intended to be exhaustive, are trade secrets, which proprietary information is owned by the Company. The Parties acknowledge all such information has been developed by the Company through the expenditure of substantial time, effort and money, and the same is a valuable and necessary asset owned by the Company. Trade secrets include any and all information whatsoever developed by the Company and not general, publicly released or known, including, but not limited to: arrangements and/or methods in acquiring performance cannabis licenses contracts, sources of funding, investors, investments, banking, data, processes, systems, instruments, financing, collateral, resources, secret methods, processes, manuals, technology, procedures, results, identity, description and sources. For purposes of this Agreement the term "trade secrets" constitutes the meaning as defined in the Economic Espionage Act of 1996 (18 U.S.C. § 1839(3)) and is information not generally known to the other Party.

Initials: _____

AGREEMENT TO INFORM

If a party acting as a source agent of **Company** is approached for any reason by a funding sources directly, it is the responsibility of the source agent to and shall inform Company subsequent to any responses.

CONTACTS AFTER AGREEMENT TERM

All Parties agree not to make contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to source, contact, trust, client, strategic partner and/or other entity that the other Party introduces to or discusses with the other Party for a period of three (3) years after the date of this Agreement.

REMEDIES

The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to injunctive relief. This penalty shall survive the term of this Agreement and all extensions and modifications thereof.

The remedies contemplated by this Agreement are cumulative. Remedies sought for a breach of this Agreement may include, but are not limited to, compensatory damages, consequential damages, and incidental damages.

TERM

This Agreement shall be valid for a period of three (3) years commencing from the date signed by the first Party.

This Agreement shall apply to the Transactions as described above and all subsequent transactions that implement the Transaction.

NO LIABILITY FOR ERRORS OR OMISSIONS

This Agreement shall not constitute any representation, warranty or guarantee to recipient by the disclosing party with respect to the information infringing any rights of third parties. The disclosing party shall not be held liable for any errors or omissions in the information or the use or the results of the use of the information.

INDEMNIFICATION.

The parties shall indemnify and hold each other, their officers, directors, employees, agents and representatives harmless from and against any and all damages, costs, judgments, penalties and expenses of any kind (including attorney's fees) which may be obtained against, imposed upon or suffered by any of them as a result of any violation of this Agreement. In the event a party hereto was, is or becomes a participant in or is threatened to be made a participant in a proceeding by reason of or arising out of another party's actions in violation of this Agreement, the violating party shall indemnify the non-violating party from and against any and all expenses to the fullest expense permitted by law.

SCOPE OF NCND

Due to the valuable and proprietary nature of the information disclosed, the obligations assumed by the parties hereunder, if it is held by a court of competent jurisdiction that this provision is illegal, invalid or unenforceable, shall apply only within those territories within which the disclosing party then carries on business and only up to three (3) years after disclosure of such Information.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.

WAIVER

No waiver, delay, omission, or forbearance in exercising any rights, duties or powers herein shall affect or impair any party's right to enforce any other provision of this Agreement.

NO PARTNERSHIP OR AGENCY

This Agreement in no way shall be construed as being an agreement of partnership or agency between any of the parties hereto. No party shall have any liability for the separate and independent actions of any other party. Each party agrees and understands that he or she is responsible for payment of any applicable taxes or fees due upon receipt of fees or commissions herein.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

NO ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

Initials: _____

APPLICABLE LAW / VENUE / JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If a party commences an action to enforce this Agreement, the action shall be commenced in Cook County, Illinois, and each party hereto waives his or her right to file a Forums Non-Convenience action, and submits to jurisdiction in Illinois.

FORCE MAJEURE

The parties hereto shall not be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including, but not limited to, Acts of God, natural disasters, civil disturbances, war, fires, floods, strikes and failures of third parties to perform their obligations to either party. As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other parties prompt notice with full details following the occurrence of the cause relied upon.

BINDING AUTHORITY

Each party agrees that he or she is fully empowered by each respectively named company to enter into and bind the company to the commitments and obligations contained herein either as an individual or on behalf of an entity.

1) Name: _____

Your Title: _____

Address: _____

Phone: _____

Signature: _____ Date: _____

2) Name: _____

Your Title: _____

Company: **Star Chamber Investment Group Inc.**

Address: 1245 S Michigan Avenue, #113, Chicago Illinois 60605

Phone: 312.685.0000

Signature: _____ Title: _____ Date: _____

Initials: _____