



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made, entered into and effective this ___day of _____, 201__ and is by and between _____ (“Company”), and Metabrand LLC (“Receiving Party”).

WHEREAS, Company and Receiving Party are interested in discussing a potential business relationship, namely, the formulation and development of a food/beverage or supplement (individually or collectively referred to as a “Project”) which will require that Company disclose certain Confidential Information (as defined below) to Receiving Party. As a condition to Company allowing Receiving Party access to its Confidential Information, the parties agree to the terms and conditions set forth in this Agreement.

NOW THEREFORE it is agreed:

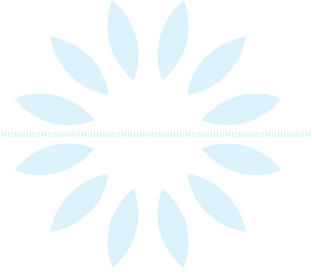
1. In connection with the Project, Receiving Party may be provided with or have access to, certain confidential or proprietary information of Company including, but not limited to, marketing and business plans, operating requirements, product information, samples, specifications, formulae, manufacturing processes, know-how, trade secrets, technical descriptions and other technical and economic data, records and information, together with notes, analyses, compilations, studies, electronic data or other documents or material, whether prepared by the Company, Receiving Party or others, which contain or otherwise reflect such information (all of the foregoing, “Confidential Information”).
2. Receiving Party shall keep the Confidential Information in strict confidence, and shall not disclose any Confidential Information to any person or entity except as expressly permitted by this Agreement. Without limiting Receiving Party’s obligations in this Agreement, Receiving Party shall treat the Confidential Information with at least the same degree of care and confidentiality as it treats its own most sensitive confidential information, and in no event using less than a reasonable degree of care.
3. Receiving Party shall not use any Confidential Information for any reason or purpose other than for the Project. Nothing herein shall authorize the use in any manner of any intellectual property of Company. No right, license, property or proprietary interest or commercial right to use the Confidential Information is granted to Receiving Party.



4. All Confidential Information which is provided to Receiving Party as part of this disclosure remain the property of Company; may not be duplicated by Receiving Party, and will be promptly returned to Company upon conclusion of the Project, or in any case upon Company's request.
5. This Agreement shall not impose any obligations upon Receiving Party with respect to any material which Receiving Party shows by written records are (a) already in Receiving Party's possession or already known to or under development by Receiving Party prior to the date of this Agreement; or (b) published or otherwise become publicly available except as a result of a breach of this Agreement; or (c) rightfully received by Receiving Party from a third party or parties; or (d) developed independently by employees, agents, or consultants of Receiving Party prior to the date of this Agreement and without reference to or knowledge of the Confidential Information.
6. This Agreement shall not be construed as a waiver of any trademark, patent, copyright or other proprietary rights Company has or may have in the Confidential Information or the Project (and its individual elements), including but not limited to the right to prevent any infringing use of all or any portion of the Project.
7. Receiving Party understands that neither Company nor its affiliates, nor their respective agents or representatives, makes any representation or warranty of any kind with respect to the Confidential Information, including without limitation, with respect to accuracy, completeness, fitness, merchantability, title or non-infringement.
8. This Agreement shall be effective when executed by both Company and Receiving Party and that the terms of this Agreement shall remain in full force and effect both during the continuation of the this Agreement and after its termination for any reason whatsoever.
9. This agreement supersedes any and all prior agreements between the parties.
10. This Agreement is made under and shall be construed according to the laws of the State of New Jersey.

Non-Circumvention

11. At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by Metabrand LLC in respect of the Purpose and any related business opportunity shall



constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement or other financial agreement with Metabrand LLC): (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by Metabrand LLC; or (b) seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information. Any violation of Section 11 shall be considered a breach without remedy and the recipient shall liable, without limitation, for all damages, attorney's fees, punitive damages to Metabrand LLC as a result of the breach.

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

By:

Name:

Title:

By:



Name: Debbie Wildrick

Title: Chief Advisory Officer

Metabrand LLC.