

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made, entered into and effective this _____ day of _____, 20____ 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 this Agreement and after its termination for any reason whatsoever.

9. This agreement supersedes any and all prior agreements between the parties.

10. The Parties agree that under no circumstances shall either Party disclose verbally, publicly on any website, social media site, or other electronic / print disclosure that a relationship exists, services have been undertaken, completed, commented, referenced, or discussion between the parties have taken place or are ongoing unless the disclosing Party has received prior written approval from the other Party.

11. This Agreement is made under and shall be construed according to the laws of the State of New Jersey.

12. Injunctive Relief. It is recognized that irreparable injury will result to the Discloser and its business if Recipient breaches this Agreement, and, therefore, in the event breach hereof by Recipient, the Discloser shall be entitled to all rights and remedies available at law and in equity, including without limitation the right to obtain damages for such actual or threatened breach and the right to enjoin Recipient and all other persons acting in actual or threatened breach hereof, from commencing or continuing, and to remedy, the activities which constitute such actual or threatened breach, and the Discloser shall also be entitled to recover from Recipient its attorneys' fees and costs in any action for the breach hereof in which the Discloser substantially prevails.

[SIGNATURE PAGE TO FOLLOW]

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

By:

Name:

Title:

By:

Name: Craig Fortin

Title: President & COO

Metabrand LLC.