

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT ("Agreement") is made effective as of _____ between CalNutri, Inc., a California Corporation having an office at PO Box 1567 Cave Creek, AZ 85327, and _____, whose principal place of business is located at the following physical address:

_____. CalNutri and _____ shall individually and collectively be referred to as the "Party" or "Parties."

For good and valuable consideration receipt of which is acknowledged by the Parties, the Parties agree as follows:

1. **Purpose:** The Parties are entering into this agreement for the purpose of establishing the obligations and responsibilities of the Parties that shall arise from discussions ("Discussions") and disclosure of confidential and proprietary information ("Confidential Information") arising out of Discussions of a potential business relationship between the Parties and/or their affiliated entities.
2. **Definition:** "Confidential Information" shall mean any information, formula, technology, technical data, vendors, studies, resources, or know-how, including, but not limited to, that which relates to, sales and marketing information, financial information, processes, research, products, services, customers, markets, inventions, or samples, the Parties to this Agreement shall disclose to the other, whether orally or in writing, directly or indirectly, and which relates to, arises from, or involves the Discussions. Confidential Information does not include information, formulae, technical data, technology, or know-how which (i) is known to, or already in the possession of the receiving Party at the time of disclosure; (ii) prior to disclosure is, or after disclosure becomes, but not as a result of any inaction or action of the receiving Party, part of the public knowledge or literature; (iii) is approved for release in writing by the disclosing Party; (iv) is disclosed to the receiving Party by a third party who is under no obligation to the disclosing Party to maintain such information in confidence; or (v) was or is developed by or for the receiving Party independent of and not derived from or based on any disclosure of Confidential Information made pursuant to this Agreement.
3. **Non-Disclosure of Confidential Information:** The Parties agree that they shall keep any and all Confidential Information strictly confidential and shall not disclose it, directly or indirectly, to any third Party under any circumstances. Each Party agrees that it shall use no less than the same level of care used with its own information of a similar nature to keep confidential the Confidential Information, and that it shall not use the Confidential Information for its own use or for any purpose except to further the purpose of the parties expressed herein. Notwithstanding the foregoing, each Party may disclose such Confidential Information to its affiliates, agents and advisors if such Party determines that such disclosure is necessary to further the purpose of the Discussions (it being understood that such affiliates, agents and advisors will be informed of the confidential nature of such information and agree to conform their use of it to the requirements of this paragraph 4).

4. Non-Circumvention: The Parties now desire to prohibit circumvention by either Party and therefore agree that they shall not use any of Confidential Information received from the other Party in any manner in an attempt to or permit others to contact, enter into discussions with, or enter into agreements with, or in any manner solicit any third party, including without limitation, vendors, manufacturers, co-packers, raw material suppliers, financing sources, scientists, researchers, or product developers who are disclosed to or introduced to the other Party without the express written consent of the Party who introduced such third party.
5. Return of Materials: Any Confidential Information that has been furnished by one Party to the other will be returned immediately upon, and in no case later than five (5) days after, delivery by one Party to the other of written notice of the conclusion of the Discussions accompanied by all copies or reproductions of such materials or documentation.
6. Patent or Copyright Infringement: Neither this Agreement nor the disclosure by either Party hereunder of any Confidential Information shall be deemed by implication or otherwise to grant, convey, assign, or vest in any way in or to the receiving Party any right in any property or in any copyrights, trademarks or patents of the disclosing Party, nor shall this Agreement grant either Party any rights in or to the disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of furthering the purpose of the Discussions between the Parties.
7. Term: The Parties hereto expressly and mutually agree that, notwithstanding any earlier termination of this Agreement for any reason by either Party, the foregoing covenants, agreements, and commitments shall continue for a period of five (5) years from the effective date of this Agreement. Each party's obligations with respect to the other's Confidential Information will survive for an additional three (3) years after such expiration or termination.
8. Successors and Assigns: This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns, provided that Confidential Information may not be assigned without consent of the disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. Neither Party shall assign this Agreement without the other Party's prior written consent.
9. Information: For the purpose of this Agreement, specific information disclosed as part of Confidential Information shall not be deemed to be in the public domain or in the prior possession of one Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the receiving Party unless the receiving party confirms prior knowledge of the Information upon receipt.
10. Governing Law and Jurisdiction: This Agreement shall be governed by and construed under the laws of the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party intends its electronic signature to be considered an original signature.



11. **Remedies:** Each Party expressly and specifically agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach of any covenant or agreement set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, the other Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. If either Party is required to enforce the provisions of this Agreement or bring any action against the other to protect its Confidential Information, that Party shall be entitled to an award of its attorneys' fees and costs.

12. **Notices and Correspondence:** All notices and correspondence concerning this Agreement shall be delivered electronically via email with sufficient proof of receipt, in person by certified mail, return receipt requested or by an overnight delivery service, to either Party at the address first set forth in this Agreement or at such other address as the Parties shall designate from time to time in advance by written notice. For any notice delivered by certified mail, return receipt requested or by an overnight delivery service delivery shall be deemed the day after it was sent. For any notice delivered by email or in person delivery shall be deemed the day notice is given.

13. **Entire Agreement:** This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, in duplicate, as of the date above.

Company name:

By: _____
Name: _____
Title: _____

CalNutri, Inc.

By: **Brandon Martin** (e-signature)
Name: Brandon Martin
Title: CCO