

NON-DISCLOSURE AGREEMENT

Bio Medicine Manufacturing

Effective Date: _____

1. PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date above by and between:

Disclosing Party: Steven F. Matthews, a California individual, with its principal place of business at 35204 Vista del Monte. ("Disclosing Party");

**Receiving Party: _____ a _____ (state)
[Corporation/LLC/Individual], with its principal place of business at**

_____ ("Receiving Party").

The Disclosing Party and Receiving Party are each referred to herein as a "Party" and collectively as the "Parties."

2. PURPOSE

The Parties wish to explore a potential business relationship involving bio medicine manufacturing from product waste streams (the "Purpose"). In connection with this Purpose, the Disclosing Party may share certain confidential and proprietary information with the Receiving Party. This Agreement governs the use, protection, and disclosure of such information.

3. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all non-public information disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, that relates to the Purpose. Confidential Information includes, without limitation:

Manufacturing processes from waste streams, proprietary extraction methods, and production techniques;

- Clinical research, efficacy studies, safety data, and scientific trial results;
- Regulatory strategy, FDA/FTC compliance documentation, and label claims;
- Supplier relationships, contract terms, and pricing information;
- Business plans, financial projections, marketing strategies, and customer data;
- Intellectual property, trade secrets, patent applications, and proprietary know-how;
- Any other information designated as "Confidential" or that a reasonable person would consider confidential given the circumstances of disclosure.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations of this Agreement shall not apply to information that the Receiving Party can demonstrate:

- Was already known to the Receiving Party prior to disclosure, without restriction;
- Is or becomes publicly available through no fault of the Receiving Party;
- Was independently developed by the Receiving Party without use of Confidential Information;
- Was rightfully received from a third party without any obligation of confidentiality;
- Is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prior written notice to the Disclosing Party to the extent permitted by law.

5. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but no less than reasonable care;
- Use Confidential Information solely for the Purpose and for no other purpose whatsoever;
- Limit disclosure of Confidential Information to employees, agents, or contractors who need to know the information for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement;
- Not reverse engineer, decompile, or disassemble any product, formula, or compound disclosed or provided as part of the Confidential Information;
- Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information.

6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a period of [three (3) / five (5)] years, unless earlier terminated by either Party upon thirty (30) days' written notice. Notwithstanding termination, the obligations of confidentiality with respect to Confidential Information disclosed prior to termination shall survive for a period of [five (5)] years from the date of disclosure, or for as long as the information constitutes a trade secret under applicable law, whichever is longer.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the Disclosing Party's written request, or upon termination of this Agreement, the Receiving Party shall promptly return or certifiably destroy all tangible materials containing Confidential Information, including all copies, notes, and summaries thereof, and shall provide written certification of such destruction upon request.

8. MARKETING AND COMMERCIALIZATION PROTECTION

The Confidential Information specifically includes all marketing, branding, and commercialization concepts related to bio medicine manufacturing from waste streams, including:

- Product positioning, messaging, and go-to-market strategies;
- Consumer market research, customer demographics, target audience analysis, and consumer insights;
- Brand identity, brand names, brand slogans, and brand voice guidelines;
- Product packaging design, label design, and visual concepts;
- Marketing campaigns, promotional strategies, advertising concepts, and creative materials;
- Pricing strategies, promotional offers, and discount structures;
- Distribution channels, retail partnerships, and sales strategies;
- Social media strategies, influencer partnerships, and digital marketing plans;
- Taglines, claims, health benefits messaging, and regulatory language for labels;
- Market opportunities, competitive positioning, and differentiation strategies;
- Product launch timelines, market entry strategies, and expansion plans.

All marketing and branding information shall be treated with the same level of confidentiality as technical and scientific data. The Receiving Party shall not use any marketing concepts, brand names, or product positioning information for any purpose other than evaluating the potential business relationship.

9. INTELLECTUAL PROPERTY — NO LICENSE GRANTED

Nothing in this Agreement grants the Receiving Party any license, right, title, or interest in or to any Confidential Information, including any patent, trademark, copyright, trade secret, or other intellectual property right of the Disclosing Party. All Confidential Information remains the exclusive property of the Disclosing Party. Any improvements, inventions, or developments arising from or related to the Confidential Information shall be owned exclusively by the Disclosing Party unless otherwise agreed in a separate written agreement.

10. NON-SOLICITATION

During the term of this Agreement and for a period of [two (2)] years following its termination, neither Party shall, directly or indirectly, solicit or hire any employee, contractor, or agent of the other Party who was involved in activities related to the Purpose, without prior written consent.

11. REMEDIES

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity, without the necessity of proving actual damages or posting any bond.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by [AAA / JAMS] in [City, State], except that either Party may seek injunctive relief in any court of competent jurisdiction.

13. GENERAL PROVISIONS

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements.

(b) Amendments. This Agreement may not be amended except by a written instrument signed by authorized representatives of both Parties.

(c) Waiver. No failure or delay by either Party to exercise any right shall constitute a waiver of that right.

(d) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force.

(e) Counterparts. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

(f) No Warranty. All Confidential Information is provided "AS IS." The Disclosing Party makes no representations or warranties as to its accuracy, completeness, or fitness for a particular purpose.

14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

DISCLOSING PARTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

RECEIVING PARTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____