



CONFIDENTIAL DISCLOSURE AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (“**Agreement**”) dated _____, is made and entered between Pro Pac Labs, Inc. (“**Pro Pac**”), a Utah corporation whose address is 3804 South Airport Road, Ogden, Utah, 84405 and _____.

WHEREAS, both **Pro Pac** and _____ desire to protect their valuable, proprietary and confidential information relating to their ingredients, materials, formulas, methods, manufacturing technologies and know-how related thereto, their competitive advantage and, customer lists.

WHEREAS, during the course of cooperative and mutual project work and discussions relating to Pro Pac’s proprietary raw materials, manufacturing processes, QA/QC testing, research and development, and processing (“**the Permitted Purpose**”) it may be necessary for one party to disclose to the other party business and/or technical information which the disclosing party regards as confidential and proprietary. Such information that may be disclosed will hereinafter be referred to as “**Confidential Information**”. Confidential Information may include without limitation formulas, products, samples, know-how, sensory testing data (test results) and methods, product specifications, applications of such technical processes and methods, manufacturing techniques, related plans, drawings and charts, business plans, financial data, price margins, product development plans, marketing plans, strategies, process information and customer lists, raw material suppliers related among many other information that is confidential, special, unique, proprietary, gives either party a competitive advantage and/or significantly enhances either party’s goodwill. All confidential information should be marked and/or designated as such by the disclosing party at the time of disclosure.

NOW, THEREFORE, in consideration of the foregoing premises that are hereby incorporated as a part of this Agreement and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

The disclosing party shall disclose and the receiving party will receive Confidential Information under the following conditions, which are understood by both parties:

1. both parties shall hold the Confidential Information at all times in strict confidence and shall use the Confidential Information only for the Permitted Purpose and with utmost care and shall disclose

Confidential Information to its employees, agents, independent contractors, and third parties only on a “need to know” basis. When such disclosure is deemed necessary, both parties shall ensure that the receiving party has signed a confidentiality disclosure agreement prohibiting further disclosure and a copy of such confidential disclosure agreement shall be provided to the other party, if requested in writing.

2. neither party will disclose the other’s interest in this Agreement or the fact that the parties are working together without such party’s prior written consent, except as required by applicable law.
3. no rights or licenses, either expressed or implied, under any patent or under Confidential Information owned by the disclosing party are granted hereunder by such party to the other.
4. the disclosure of Confidential Information to the receiving party shall not result in any obligation on the part of either party to enter into any future agreement relating to such Confidential Information, or to undertake any other obligation not set forth in a written agreement signed by the parties hereto.
5. each party represents and warrants to the other party that it has the right to enter into this Agreement, and that it is not a party to any other agreement or under any obligation to any third party that would prevent it from entering into this Agreement.
6. neither party shall assign its rights hereunder without the expressed written consent of the other party.
7. this Agreement contains all of the representations and agreements between the parties relating to the Confidential Information.

EXCLUSIONS

The commitments set forth above shall not extend to any portion of the Confidential Information:

1. which is at the time of receipt by either recipient in the public domain; or
2. which through no act on the part of the receiving party becomes information generally available to the public; or
3. which is disclosed to the recipient by a third party who is not bound by any confidentiality agreement with the other party to this agreement prohibiting such disclosure; or

4. which corresponds to any information furnished by the disclosing party to any third party on a non-confidential basis; or
5. which recipients can demonstrate by prior written record was in their possession before receipt from the other party and was not acquired directly or indirectly from that party; or
6. which is developed by the recipient independently of any disclosures made hereunder as evidenced by the recipient's tangible records; or
7. which is required to be disclosed by applicable law, provided that the recipient party gives prompt written notice to the disclosing party of any such requirement to make the disclosure.

TERMINATION

On conclusion of the cooperative project work and discussions undertaken by the parties in connection with this Agreement, or at such earlier time as either party may request, the receiving party will destroy or return to the disclosing party all Confidential Information of the disclosing party within the possession or control of the recipient party or its consultants with exception of information of documentation that must be maintained for governmental, GMP, or other regulatory documentation. Such return or destruction will not affect the obligation to refrain from using the Confidential Information under the terms described above.

This Confidential Disclosure Agreement shall be governed under the laws of the State of Utah, other than those provisions governing conflicts of law.

The obligations under this Agreement shall end after a period of five (5) years from the date of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date written above.

Pro Pac Labs

Company Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____