

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made effective as of _____ (the “Effective Date”), by and between Prime Label Consultants Inc., located at 536 7th Street SE, Washington DC, 20003 (“PLC”) and _____, located at _____ (“Counterparty”). PLC and Counterparty may be referred to herein individually as a “Party” and collectively as the “Parties”. The Parties agree as follows:

- I. **Purpose.** The Parties wish to explore a business and research opportunity of mutual interest. Over the course of this engagement PLC may review requested information from the Counterparty in order to qualify label documentation, assess label features and nutrition information for regulatory compliance, and review label design. In connection with this opportunity, a Party may disclose (the “Disclosing Party”) certain proprietary and confidential information to the other Party (the “Receiving Party”) that the Disclosing Party wishes to be treated as confidential.
- II. **Definition.** “Confidential Information” as used in this Agreement means any and all technical and non- technical information, whatever the form or medium (whether written, oral, graphic, electronic or otherwise), whether marked confidential or otherwise, that relates to the current or anticipated products, technology, operations, services, finances, and/or business of such party and that is disclosed by or on behalf of the Disclosing Party to the Receiving Party or to an agent of the Receiving Party.
- III. **Non-use and Non-disclosure Obligations.** Each Party agrees, during the Confidentiality Term (as defined in Section 11 below), (a) not to disclose to any third party any Confidential Information of the other Party except as expressly permitted hereunder; and (b) not to use the Confidential Information of the other Party for any purpose other than the Purpose. Furthermore, the terms of any business negotiations, discussions, consultations or agreements in progress between the Parties will not be released by the Parties to any form of public media without prior written approval of the Parties, except as required by applicable laws or regulations.
- IV. **Permitted Disclosures.** PLC may disclose the Confidential Information of Counterparty to its employees, officers, directors, and other personnel and to its affiliates, partners, consultants, and financial and legal advisors, in each case who have a need to receive such Confidential Information in order to further the Purpose and who are bound to protect the confidentiality of such Confidential Information on terms no less stringent than this Agreement. Counterparty may disclose the Confidential Information of PLC to its employees, officers, directors, and other personnel and to its affiliates, partners, consultants, and financial and legal advisors, in each case who have a need to receive such Confidential Information in order to further the Purpose and who are bound to protect the confidentiality of such Confidential Information on terms no less stringent than this Agreement.

- V. **Maintenance of Confidentiality.** Each Party agrees that it will take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, each Party will take at least those measures that the Party takes to protect its own confidential information and each Party represents that it exercises at least reasonable care to protect its own confidential information. The Receiving Party will not make any copies of the Disclosing Party's Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party will reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party will promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of any Confidential Information and agree to provide such assistance as the Disclosing Party may reasonably request in remedying any such unauthorized use or disclosure of Confidential Information.
- VI. **Exceptions.** The Parties' obligations under Sections 3, 4 and 5 hereof with respect to any portion of the Confidential Information shall not apply to Confidential Information that (i) was already known to the Receiving Party prior to the actual time of receipt hereunder with specific documentary evidence of such fact; (ii) was generally available to the public or was otherwise part of the public domain prior to the time of disclosure hereunder; (iii) following the time of disclosure hereunder, becomes generally available to the public or otherwise part of the public domain other than through any act of the Receiving Party in breach of this Agreement; (iv) is obtained by the Receiving Party from a source other than the Disclosing Party with the right to disclose such information to others; or (v) is independently developed by the Receiving Party with specific documentary evidence of such fact. Nothing herein shall prevent Receiving Party from making any disclosure that is required by law, regulation, subpoena, or judicial or government order, provided that the Receiving Party shall promptly notify the other Party upon such request and prior to any such disclosure, in order to permit the Disclosing Party to oppose such disclosure by appropriate legal action and shall then only disclose the Confidential Information that it is compelled to disclose.
- VII. **No Obligation.** Nothing in this Agreement will obligate the Parties to proceed with any negotiations, discussions, consultations or transactions contemplated by this Agreement, nor does this Agreement constitute any offer or guaranty of employment by the Parties. Each Party reserves the right, in its sole discretion, to terminate its participation in the discussions contemplated by this Agreement concerning the business opportunity.
- VIII. **No License.** Nothing in this Agreement is intended to grant any rights to the Receiving Party to the Disclosing Party's Confidential Information except as expressly set forth herein, or to any invention or any patent, copyright, trademark or other intellectual property right of the Disclosing Party.
- IX. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

- X. **Return of Materials.** All documents and other tangible objects containing or representing the Disclosing Party's Confidential Information and all copies thereof which are in the possession of Receiving Party will be and remain the property of the Disclosing Party and will be promptly returned to the Disclosing Party upon the Disclosing Party's request, except that the Receiving Party may retain one (1) copy of the Confidential Information in its confidential files solely for the purpose of monitoring its compliance with this Agreement.
- XI. **Term.** This Agreement will govern any and all disclosures of Confidential Information that are made during the one (1) year period from the Effective Date of this Agreement (the "Disclosure Period"); provided, however, that either Party may terminate the Disclosure Period at any earlier date by providing thirty (30) days prior written notice to the other Party. Notwithstanding the expiration or termination of the Disclosure Period, each Party's obligations hereunder with respect to Confidential Information that it has received hereunder during the Disclosure Period shall continue until 5 (five) years after the Effective Date (the "Confidentiality Term").
- XII. **Miscellaneous.**
- a. **Entire Agreement.** This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing.
 - b. **Amendment.** No agreement or modification of any provision of this Agreement will be effective unless in writing and signed by duly authorized signatories of all Parties.
 - c. **Waiver; Failure to Exercise; Severability.** The waiver by any Party of a breach of or a default under any provision of this Agreement will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of any Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction as invalid or unenforceable, the remaining portions hereof will remain in full force and effect, and such provisions will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provisions valid and enforceable.
 - d. **Governing Law; Injunctive Relief.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Any disputes under this Agreement shall be brought exclusively in courts covering the District of Columbia, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. Each party acknowledges that its breach of this Agreement may cause irreparable harm and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

- e. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Subject to the foregoing, this Agreement will be binding upon and for the benefit of the Parties and their respective heirs, successors and assigns.

- f. Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the Parties may have.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Prime Label Consultants, Inc.

Receiving Party

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Party: _____

Party: _____

Date: _____

Date: _____