

CONFIDENTIALITY AGREEMENT

The undersigned **Wasatch Product Development, Inc.**, a Utah Corporation with its principal place of business located at 12248 South Lone Peak Parkway Suite #102, Draper UT 84020 (“Wasatch”) and _____(Company Name), Inc., a _____ (State) Corporation with its principal place of business located at _____, _____(City), _____(State), _____ (Zip Code), foresee the possibility of collaboration, and hence the mutual exchange and use of certain confidential, proprietary and private information as defined herein.

The parties believe it is in their mutual interest to ensure that all confidential, proprietary and private information shared by one party will be safeguarded and carefully protected by the receiving party. Hence, the parties hereby agree as follows:

1. Confidential, proprietary and private information shall refer to knowledge, data and/or know-how related to the parties’ business operations, including but not limited to trade secrets, new inventions, designs, specifications for new products, plans and processes, and other data concerning the manner in which the business is operated, as well as plans for its future development (hereinafter “Information”).

2. As used herein, the term “Recipient” can mean either Wasatch or Supplement Formulators, or the parent or affiliates of either, upon disclosure of Information by a party to this Agreement referred to as the “Disclosing Party”. Recipient agrees to keep in confidence and not use the Information for its commercial benefit. Recipient further agrees that it shall keep in confidence and not disclose any part of Information to a third party or parties for a period of seven (7) years from the date of this Agreement.

3. Any obligation of Recipient as set forth in the preceding paragraph shall not apply to any information, knowledge, data, and/or know-how which:

- a. Is or hereafter becomes public knowledge through no action or fault of Recipient;
- b. Recipient possessed prior to the time of disclosure by the Disclosing party and Recipient can properly demonstrate such prior possession.
- c. Recipient lawfully received from a third party who had the legal right to disclose the same;
- d. Recipient developed independent of the disclosing Party without the benefit of Information and Recipient can substantiate such development by reliable and credible evidence; and

- e. Recipient is required by law, regulation, rule or order of any governmental authority or agency to disclose (provided, however that Recipient provides the Disclosing Party with sufficient advance written notice prior to the disclosure to enable the Disclosing Party to seek a protective order or other similar order with respect to the Information and, thereafter, discloses only the minimum Information necessary to comply with such law, regulation, rule or order).

4. Recipient agrees that it will disclose Information only to those parent companies, affiliates, employees or personnel who have a need to know it for the purpose of this Agreement, and to obligate its parent, affiliates, employees or personnel who shall have access to any portion of Information to protect the confidential and proprietary nature of Information.

5. Recipient shall satisfy its obligations to protect Information of the Disclosing Party from misuse or unauthorized disclosure by exercising reasonable care. Such care will include safeguarding and protecting Information using those practices that the Recipient normally uses to restrict disclosure and use of its own Information of like importance.

6. Recipient's obligations regarding Information as set forth herein shall apply to all Information, whether or not said Information is expressly designated "confidential". However, Disclosing Party shall exercise reasonable diligence in notifying Recipient in writing or verbally what Information the Disclosing Party deems confidential or proprietary in nature.

7. Unless otherwise specified in writing, Recipient acknowledges and agrees that Disclosing Party remains the sole and exclusive owner of all rights in and to the Information disclosed, and if so requested, the Recipient shall deliver the disclosed Information to the Disclosing Party, as well as any and all copies, reproductions or summaries thereof.

8. This Agreement shall in no way be construed as the grant of a license by either party to the other directly or indirectly under any patent or patent application or other form of proprietary property owned by the Disclosing party.

9. To the extent Disclosing Party pays Recipient to develop or create materials, ideas, designs, specifications of new products, plans, processes, or other such trade secrets on an independent contractor, work-for-hire basis, they shall be considered to have become part of the Information as of the date of creation or development.

10. The parties to this Agreement hereby stipulate that without regard to whether all of the information and materials constituting Information as revealed to Recipient will be deemed confidential, material, or important as between the parties, the Information is important, material, and confidential and gravely affects the effective and successful conduct of Recipient's business and that any breach of this Agreement shall be a material breach.

11. Recipient acknowledges that the unauthorized use or disclosure of Information would cause irreparable harm to the Disclosing Party. Accordingly, the Recipient agrees that the Disclosing Party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

12. The parties represent that they have full authority to enter into this Agreement and to disclose any Information contemplated herein. To the best of its knowledge, each party represents that disclosure of the Information referenced herein will not violate the rights of any third party.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

Wasatch Product Development, Inc

Company Name _____

By: _____
Kevin Casey
Vice President Sales
and Chief Operation Officer

By: _____

Dated: _____

Dated: _____