

## **NON-DISCLOSURE and NON-CIRCUMVENT AGREEMENT**

**Hilin Life Products, Inc**  
211 Warren St, Suite 211  
Newark, NJ 07103  
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**AGREEMENT** dated as of (today's date-dd/mm/yyyy)\_\_\_\_\_ by and between **Hilin Life Products, Inc.**, a New Jersey corporation ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party").

### **B A C K G R O U N D**

Disclosing Party wishes to share certain Confidential Information (as hereinafter defined) with Receiving Party.

**NOW, THEREFORE**, in consideration of representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.**

(a) Receiving Party agrees that (i) it shall hold the Confidential Information in strict confidence and not disclose such Confidential Information to any third parties, including consultants; (ii) it shall disclose the Confidential Information only to those employees of the Receiving Party who need to know such information in order to carry out the purpose of this Agreement and only to the extent necessary for such purpose; (iii) it will not disclose any Confidential Information to affiliates of Receiving Party without Disclosing Party's prior written consent; (iv) it will take all measures necessary to safeguard the Confidential Information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information; such protective measures shall include but in no event be less than the highest degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature; (v) it shall not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information; and (vi) it shall not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the existence, content, and/or substance of this Agreement or any of the Confidential Information to any third party, nor utilize the Confidential Information for its own use or otherwise than in strict compliance with the provisions of this Agreement. Receiving Party will advise any employees who are provided access to Confidential Information of the confidential nature thereof and shall be responsible for any breach of this Agreement by its employees.

(b) "Confidential Information" means any and all proprietary information of Disclosing Party at any time, whether or not owned or developed by Disclosing Party, including, but not limited, to proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, potential products, services, client lists and clients, prospective clients, client information, books and records, corporate relationships, suppliers, markets, computer software, computer software development, inventions, processes, formulae, technology, designs, drawings, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding, marketing, costs, pricing, finances, financial models and projections, billings, business plans or other similar business information

whether disclosed orally, in writing or in machine-readable form. All Confidential Information shall at all times remain the property of Disclosing Party.

**2. EXCEPTIONS.** Confidential Information shall not include information for which Receiving Party can demonstrate (i) has been approved for release by written authorization of Disclosing Party; (ii) is or becomes part of information in the public domain through no fault of the Receiving Party; (iii) was known by Receiving Party prior to the disclosure thereof by Disclosing Party; or (iv) properly comes into the possession of Receiving Party from a third party which is not under any obligation to maintain the confidentiality of such information. Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, provided that Receiving Party shall provide Disclosing Party with prompt notice prior to any disclosure so that Disclosing Party may seek other legal remedies to maintain the confidentiality of such Confidential Information, and Receiving Party shall comply with any applicable protective order or equivalent.

**3. REMEDIES/NON-CIRCUMVENT.** Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury for which money damages may be inadequate and/or difficult to ascertain. Receiving party agrees that it (including the associates, agents, affiliates and/or representatives of such party) will not attempt, directly or indirectly, to contact the Disclosing Party's clients, transaction sources, financing sources or other parties whose nature and relationships constitute proprietary data, on matters relating to the subject business or contact, or negotiate with a confidential source or make use of any Confidential Information of the Disclosing Party, except through such the Disclosing Party or with the express written consent of the Disclosing Party as to each such contact and/or use. Any violation of this covenant shall be deemed an attempt to circumvent the Disclosing Party, and the Receiving Party shall be liable for damages in favor of the Disclosing Party, which may also apply for injunctive relief as the damage may be difficult to assess and/or may be irreparable. Receiving Party agrees further that, if it fails to comply with any of its obligations as set forth herein, Disclosing Party shall be entitled to an accounting and repayment of all forms of compensation, commissions, enumerations or benefits which Receiving Party directly or indirectly realizes as a result of or arising in connection with any such failure to comply. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which Disclosing Party may be entitled under this Agreement or otherwise at law or in equity. In addition, Receiving Party agrees to indemnify and hold Disclosing Party harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from a breach or threatened breach of any of the provisions set forth herein.

**4. RETURN OF MATERIALS.** All copies of Confidential Information in tangible form which are in the possession of Receiving Party will be promptly returned to Disclosing Party at any time upon Disclosing Party's request. After any such request Receiving Party agrees that it shall not retain photocopies or other reproductions or transcriptions of any portion of the Confidential Information.

**5. NO LICENSE.** Receiving Party hereby acknowledges that all Confidential Information shall be and remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, or as obligating either party hereto to enter into any further agreement with respect to the subject matter hereof or otherwise. Receiving Party further acknowledges and agrees that nothing contained in this Agreement shall be construed as granting Receiving Party the right to utilize the Confidential Information in any manner, or to authorize or in any way assist others to do so, and all Confidential Information which is provided to Receiving Party hereunder is provided without any representation or warranty by Disclosing Party, express or implied, as to the accuracy or completeness of such Confidential Information.

**6. TERM.** The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect for as long as the parties are actively conducting any business activities whatsoever for the mutual benefit of the parties or for a period of three (3) years from the date of this Agreement, whichever is greater.

**7. NO ASSIGNMENT.** Receiving Party may not assign this Agreement, nor may any of Receiving Party's rights hereunder be assigned or otherwise transferred to any third party, without Disclosing Party's prior written consent. Any attempted or purported assignment or other such transfer by Receiving Party to any third party without Disclosing Party's consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and for the benefit of Receiving Party and Disclosing Party, and each of their respective successors and permitted assigns, and no other person shall acquire or have any rights under this Agreement.

**8. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of law principles thereof. Each of the parties hereby submits itself to the non-exclusive jurisdiction and venue of the courts of the State of New Jersey for purposes of any such action and agrees that service of process may be effected by delivery of the summons via certified or registered mail.

**9. MISCELLANEOUS.** Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This document contains the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

**10. ENTIRE AGREEMENT/AMENDMENT.** This Agreement constitutes the entire Agreement of the parties hereto and supersedes all prior written or oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may not be amended except in writing, signed by both parties.

**11. SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to be one and the same Agreement and shall become effective at such time as the Receiving Party has signed such counterpart and the Disclosing Party shall have confirmed all such counterparts. The Receiving Party may confirm such counterparts by facsimile signature to Disclosing Party.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the date written above.

**RECEIVING PARTY**

**DISCLOSING PARTY**  
**Hilin Life Products, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Helen Denise  
CEO

\_\_\_\_\_  
Print Name