

NON-DISCLOSURE AGREEMENT

Agreement effective _____ between **MARIPOSA LABS LLC**, an Idaho corporation (MARIPOSA). and _____ (Company).

1. BACKGROUND

MARIPOSA is a manufacturer located in Garden City, Idaho and manufactures a wide range of personal care products. The Company has requested that MARIPOSA exchange confidential information in connection with product formulation, which may or may not lead to manufacturing of said product. The purpose of this Agreement is to detail the rights of the parties with respect to confidential information that may be provided between the parties.

2. CONFIDENTIALITY

2.1 Definition of Confidentiality Information.

“Confidential Information” shall mean the formulas and related information supplied to MARIPOSA by the Company but only to the extent that:

- (a) Such information is maintained as confidential by the Company, and;
- (b) Marked or otherwise identified as confidential when disclosed to MARIPOSA. Information that is not marked or otherwise identified as confidential at the time of disclosure to MARIPOSA shall be treated as Confidential Information if it is identified as confidential in a written document received by MARIPOSA within thirty (30) days after initial disclosure.

2.2 Restricted Use. Confidential Information provided by the Company in accordance with this Agreement is for MARIPOSA’s use in the manufacture of the Company’s products only. MARIPOSA shall not disclose any of the Confidential Information other than as reasonably necessary to accomplish these purposes. Notwithstanding the preceding, the Company understands and agrees as follows:

- (a) MARIPOSA shall have the right to disclose Confidential Information to the extent required by applicable law or regulation;
- (b) MARIPOSA’s nonuse and nondisclosure obligations above shall not apply to such Confidential Information as: (1) was publicly known prior to disclosure by the Company of such information to MARIPOSA; (2) became publicly known, without fault on the part of MARIPOSA, subsequent to disclosure by the Company of such information to MARIPOSA; (3) was received by MARIPOSA at any time from a source, other than the Company, lawfully having possession of the right to disclose such information; or (4) was otherwise known by MARIPOSA prior to disclosure by the Company to MARIPOSA of such information;
- (c) The product formulas used for the Company products may be similar to formulas used by other manufacturers, and it is unlikely that any such formulas would qualify for patent or other intellectual property protection;
- (d) MARIPOSA may manufacture and sell products that use formulas that are similar to (but not identical with) formulas used for the Company products. In this regard, a formula shall not be considered identical if the chemical components of the formula vary in any respect.

3. GENERAL PROVISIONS

3.1 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Ada County is the proper venue.

3.2 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

3.3 Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

4. SIGNATURES

MARIPOSA LABS LLC

Dated: _____, 20__

By: _____
Milt Gillespie, President

COMPANY

Dated: _____, 20__

By: _____
(Authorized Signature)

(Print or Type Name of Authorized Signature)