

InSpired Nutritionals Ltd
Confidentiality Agreement

This Agreement is entered into and is effective as of _____, 200__ by and between InSpired Nutritionals Ltd referred to herein as "Supplier", and the entity named below, referred to herein as "Distributor".

Definition of Confidential Information: Each party agrees that all information, products, product formulas and exacting or quantitative ingredients, and materials disclosed by Supplier to Distributor in the course of a trade relationship between the parties, including the terms and conditions of this Agreement will be considered and referred to collectively in this Agreement as "Confidential Information".

Confidential Information does not include information that is: now or subsequently becomes generally available to the public through no fault or breach on the part of either party; that Distributor can demonstrate to have had rightfully in its possession prior to disclosure from the Supplier; is independently developed by Supplier without the use of any Confidential Information; or Distributor rightfully obtains from a third party who has the right to transfer or disclose it.

Nondisclosure and Non-use of Confidential Information: Distributor shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees and trusted subcontractors with a need to know, and each party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Distributor accepts the Confidential Information for the sole purpose of product evaluation, product comprehension, and education in connection with products provided to Distributor for resale. Distributor shall not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the confidential Information, or otherwise required to be disclosed as a matter of law.

Miscellaneous: All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential information is provided "AS IS" and without any warranty, whether express or implied, as to its accuracy or completeness. Distributor hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

Severability: The parties have attempted to limit the confidentiality provision so that it applies only to the extent necessary to protect legitimate business and intellectual property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Entire Agreement and Governing Law: This Agreement constitutes the entire agreement with respect to the Confidentiality Agreement disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidentiality Agreements. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This agreement will be governed by and construed in accordance with all related, supporting and applicable laws within New Zealand. Distributor agrees that should there be a breach of this Agreement necessitating court action all such matters will be brought to hearing in a New Zealand court of law. For the protection of the Distributor should the said hearing determine that no breach has in fact been made then all reasonable travel and court costs will be remunerated to Distributor by Supplier.

Any term(s) or condition(s) within this agreement that are not applicable or legally valid or binding in any particular state or country in question shall not invalidate any of the other remaining terms and conditions which shall remain fully binding and legally effective to the full extent of the law or legal system in question.
Understood and Agreed to by the duly authorized representative of the parties:

On this _____ day of _____ in the year _____

Distributor: _____ Trading As _____

By: _____ By: _____

Title: _____ Title: _____

Name: _____ Name: _____

Date: _____ Date: _____

(Distributor Sign this half)

(Supplier Sign this side)