

**- InSpired Nutritionals Ltd -**  
**TRADE & NON-DISCLOSURE AGREEMENT**

This Agreement is entered into and is effective as of \_\_\_\_\_, year 200\_\_\_\_ by and between InSpired Nutritionals Ltd referred to herein as "Supplier", and the entity named below, referred to herein as "Reseller".

Reseller has a background and training in natural health services and wishes to distribute or resell the goods and products of Supplier based on this background.

Supplier wishes to have its goods and products distributed and/or resold by Reseller.

Therefore, the parties agree as follows:

1. **TERMS OF TRADE.** With signed acceptance of this Agreement, Reseller may purchase goods/products from Supplier on the following terms and conditions:
  - 1.1. Products and formulas herein referred to as "Products" are to be supplied by Supplier to Reseller for resale and/or administering in Reseller's health practice, and no other purpose unless otherwise stated in a separate agreement or as an amendment to this agreement signed by both parties;
  - 1.2. Products and formulas may be supplied by Supplier as separate saleable items, being a product that requires no further labeling or processing or manufacturing; or in bulk or as concentrated formulas.
  - 1.3. All bulk and concentrated formulas (if any) supplied over the course of this Agreement will be diluted and distributed in exact accordance with the instructions given by the Supplier, which both parties agree should produce a sellable product not dissimilar to the separate saleable items produced and made available by the Supplier.
  - 1.4. Any information, herein referred to as "Information" or "Products", provided by the Supplier to the Reseller regarding the ingredients or product formulas that is not public knowledge is strictly covered and protected by this agreement and/or by the Confidentiality Agreement that **may** accompany this agreement and in which case is to be agreed upon and signed by both parties.
2. **ADDITIONAL TERMS.** Where and if not covered in part or in full elsewhere in this Agreement or any accompanying agreement or to this extent the following terms apply, but shall not limit the extent of these terms when and if covered elsewhere:
  - 2.1. Reseller agrees that all such formulas and products traded under the terms of this Agreement are the Intellectual property of Supplier and agrees to at no time, throughout the duration of this Agreement and for no less than 2 years after it terminates, to make any attempt to determine by any means including but not limited to reverse engineering, chemical analysis, or through the services of any third party the exact composition of any such formulas and/or products for any purpose, including but not limited to, the intent to re-engineer, copy, or duplicate such product or formula, or to manufacture a similar product with a similar intended use. For the purpose of this Agreement "similar" means any product or formula with the same intended purpose that has the same ingredients or a variation of the same ingredients or with the same primary active ingredients.
  - 2.2. Any information regarding but not limited to the composition of any supplied formulas or products provided by the Supplier to the Reseller also may not be disclosed to any third parties for the purpose of reproduction, duplication or re-engineering or used in an attempt to manufacture or reproduce a similar product or a product that is marketed for a similar use or purpose.
  - 2.3. Clause 2.1 and 2.2 shall not include product information that is public knowledge existing in the public domain nor is it intended to restrict Reseller from their normal course of business

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nor shall it be enforceable or applied in such a way as to unreasonably restrict Reseller from their normal course of business and ongoing business development.

**LIMITATIONS ON CHANNELS OF RESALE.** It is agreed by both parties that Supplier has full and express international rights to the sale of Supplier's products and product line(s) over and on the Internet and all such related electronic means. At no time may Reseller attempt to sell on or over the Internet products supplied by Supplier for resale. No other limitations on the means or channels of resale are placed on Reseller henceforth.

**3. TRANSFER OF OWNERSHIP AND TITLE.** All goods and products supplied by Supplier to Reseller and any profits derived from the resale thereof remain the full property and title of Supplier until payment for such has been received in full as specified in Clause 4. Transfer of ownership and title from Supplier to Reseller shall not take affect until such payment has been received in full as specified in Clause 4 of this Agreement.

**4. PAYMENT.** Unless agreed otherwise in a separate Credit Application, for the first 3 months of trade all items sold to Reseller will be paid for prior to shipment. The Supplier prefers that such payment be made with a Credit Card, but a bank cheque or wire transfer is acceptable.

Thereafter, and upon approval of a separate Credit Application, Supplier may choose to maintain a 21-day account for Reseller. Reseller will pay Supplier for the goods purchased within 21 days of the dispatch of goods and the accompanying invoice, or within 7 days of any statement of account issued thereafter whichever being the later date applicable. The amount invoiced shall be payable in full by one of the following means:

- bank cheque/draft,
- direct bank transfer
- credit card (namely Visa, MasterCard or Amex)
- via an electronic invoice handled on the Internet and payable by credit card (namely Visa or MasterCard) securely over the Internet.

Failure by Reseller to pay its account in full within the time allowed herein will constitute a breach of this agreement as determined by Supplier on a case-by-case basis. At the discretion of Supplier such failure of payment will result in Reseller's account accruing interest at the rate of 19% p.a. or as much as is legally allowed, which ever be the lesser amount.

**5. SUPPORT SERVICES.** Supplier may choose to provide the following support services for the benefit of Reseller but shall not be bound by this agreement to do so:

- Product literature and promotional material as needed, if and when available
- Answers to product related questions, if possible and as needed
- Anything else related to the products and health protocols provided by Supplier to Reseller that is deemed necessary by both parties from time to time.

**6. TERM/TERMINATION.** This Agreement shall be effective for a period of 5 years and shall automatically renew for successive terms of the same duration, unless either party provides 21 days written notice to the other party prior to the termination of the applicable initial term or renewal term. This does not affect Clause 2.1, which will remain in effect for its full term after this Agreement is terminated.

**7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Reseller is an independent reseller with respect to Supplier, and not an employee of Supplier. Supplier will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Reseller.

**8. DISCLOSURE.** Reseller is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with "Retailer" initial here \_\_\_\_\_

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the best interests of Supplier. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Supplier
- a manufacturing process of Supplier
- any other intellectual property of Supplier

9. **EMPLOYEES.** Reseller's employees, if any, who perform services for Reseller under this Agreement shall also be bound by the provisions of this Agreement.
10. **INDEMNIFICATION.** Reseller agrees to indemnify and hold Supplier harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Reseller or Supplier that result from the acts or omissions of Reseller, Reseller's employees, if any, and Reseller's agents.

To such extent as is allowable within the law or legal system governing this agreement Reseller also agrees to indemnify and hold Supplier harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Reseller resulting directly or indirectly from Reseller's professional or personal advice given to consumers regarding the products and their use, the subsequent resale or distribution of the supplied products and the consumption of the said goods and products resold or distributed by Reseller – unless such arises as a result of intentional misinformation, misrepresentation or an act of malice by Supplier, Supplier's employees, and Supplier's agents.

11. **ASSIGNMENT.** Reseller's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Supplier.
12. **CONFIDENTIALITY.** Supplier recognizes that Reseller may be provided with the following information and/or property:
- products
  - pricing details
  - details of future plans
  - details of process information
  - details of trade secrets
  - technical information
  - copyrights
  - trademarks

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of InSpired Nutritionals Ltd and its affiliated companies and need to be protected from improper disclosure where such information or property is not already public knowledge. To this effect a separate "Confidentiality Agreement", to accompany this agreement, may be required to be signed and agreed upon by both parties and in such case shall constitute a part of this agreement, under this clause. Supplier may decide to forgo any requirement to sign an accompanying Confidentiality Agreement. Such a decision will not limit Suppliers power to revoke said decision at a latter date should the need arise.

The following is agreed upon herein adjacent to any accompanying above mentioned "Confidentiality Agreement", but shall not limited such to the terms herein:

In consideration for the disclosure of the Information, Reseller agrees that Reseller will not at any time or in any manner, either directly or indirectly, use any Information for Reseller's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Supplier. Reseller will protect the Information and treat it as strictly confidential. A violation

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of this paragraph and/or any aspect of any separate Confidentiality Agreement accompanying this agreement shall be a material violation of this Agreement.

13. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Reseller has disclosed (or has threatened to disclose) information in violation of this Agreement and/or any attached Confidentiality Agreement, Supplier shall be entitled to an injunction to restrain Reseller from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Supplier shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
14. **UPON TERMINATION.** As stated in Clause 6 either or both parties with 21 days notice thereof may terminate this Trade Agreement in writing. Upon termination of this agreement any concentrated or bulk formulas that were supplied to the Reseller by the Supplier shall be returned to the Supplier within 14 days at the Suppliers request and expense thereof. Supplier will credit Reseller the full value of all such bulk formulas and concentrated formulas as originally paid by Reseller for the goods in question. Any and all products supplied to Reseller but not yet paid for upon termination of this agreement remain the property of Supplier and shall be returned in full by Reseller to Supplier at Reseller's expense within 14 days of the said termination, whether such termination is voluntary or involuntary. All such returns will be made by the same or a better means as Supplier originally shipped said product to Reseller
15. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. Unless stated otherwise within this Agreement, all confidentiality provisions remain in effect for no less than 5 years after the termination of this agreement.
16. **NON-COMPETE AGREEMENT (to whatever extent enforceable).** Recognizing that the certain items of Information are special and unique assets of Supplier that need to be protected from disclosure, and in consideration of the disclosure of the Information, Reseller agrees and covenants that for a period of 2 years (unless covered and agreed upon elsewhere for a greater period of time) following the termination of this Agreement, whether such termination is voluntary or involuntary, Reseller will not directly or indirectly engage in any business or product development competitive with Supplier if such business or product development bears close resemblance to products supplied by Supplier to Reseller during the course of this agreement. This covenant shall apply to the geographical area that includes New Zealand, Australia, England, Canada and the United State of America. It shall also apply to all business carried out on the Internet. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Supplier for the benefit of a third party that is engaged in such business. Both parties agree that this non-compete provision will not adversely affect the livelihood of Reseller, and that this Clause is included herein to disallow any obvious attempt on behalf of Reseller to copy and produce the same or a similar product(s) or product line(s) as was originally developed and supplied by Supplier to Reseller, and therefore its ramifications need not extend beyond realizing such purpose.

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17. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited with FedEx, DHL or UPS, postage prepaid, addressed as follows:

IF for Supplier:

InSpired Nutritionals Ltd  
PO Box 556  
Shortland Street  
Auckland  
New Zealand

IF for Reseller:

[name] \_\_\_\_\_

[address] \_\_\_\_\_

[address] \_\_\_\_\_

[state/province] \_\_\_\_\_

[postal code] \_\_\_\_\_

[country] \_\_\_\_\_

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

18. **ENTIRE AGREEMENT.** This Agreement and the accompanying Confidentiality Agreement contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and the accompanying Confidentiality Agreement supersedes any prior written or oral agreements between the parties.

19. **AMENDMENT.** This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties.

20. **SEVERABILITY.** 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 invalid 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. 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.

21. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **APPLICABLE LAW.** This Agreement shall be governed by the laws of New Zealand. Both parties agree that any court matters arising from breach of this agreement will be heard in a Court Of Law within New Zealand.

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**Entire Agreement and Governing Law:** This Agreement constitutes the entire agreement with respect to the Trade Agreement disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Trade 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, excluding that body of law within that country concerning conflicts of law.

Any term(s) or condition(s) within this agreement that are not applicable or legally valid or binding in New Zealand shall not invalidate the 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:

"Supplier" consists of:  
InSpired Nutritionals Ltd

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Reseller's Name: \_\_\_\_\_

Trading As or Company Name: \_\_\_\_\_

***Reseller Sign Here***

***Witnessed By:***

**Signed: (reseller)**

**Signed: (witness)**

**Business Title:**

**Profession:**

**Name:**

**Name:**

**Date:**

**Date:**

SIGNATURE SHOULD BE SIGNED BY WITNESS ON THE LEFT COLLUM ABOVE

For prompt processing please fax pages 1, 5 and 6 to:

+509-275-9797 (USA), or  
+64-9-576-5205 (NEW ZEALAND)

**Please send original copy to (photocopy first, for your records):**

**InSpired Nutritionals Ltd  
PO Box 556, Shortland St  
Auckland  
NEW ZEALAND**

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**Exhibit A:**

***Intellectual property referred to, covered and protected by this Agreement***

Includes, but is not limited to, the following trademarks (registered or unregistered) and their applicable formula, ingredients and intended use

“ Thyrodine® ”  
“ Immunoguard® ”  
“ ImmuneSpray ”  
“ AdrenalSpray™ ”  
“ CirculoSpray ”  
“ ProgestSpray ”  
“ ProstateSpray ”  
“ SleepEZ-Spray ”  
“ TriToxSpray™ ”  
“ LiverDetoxSpray ”  
“ Intesto-Lin® ”  
“ Catumaca Spray ”  
InSpired®  
InSpired Nutritionals®

... And any other products unique to Supplier being the intellectual property thereof that is supplied to Reseller for resale.