

NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this ____ day of _____, 201__ by and between HVL, LLC d/b/a Alcrea Health ("Alcrea") on behalf of itself and all affiliated entities, and _____ (the "Disclosing Party").

WHEREAS, the Disclosing Party owns certain formulas, products or other confidential or proprietary information that may be used or useful in the manufacture of dietary supplements, or similar products; and

WHEREAS, Alcrea and the Disclosing Party desire that Alcrea evaluates proprietary information submitted by the Disclosing Party to Alcrea in writing and conspicuously identified as "confidential" or "proprietary" to the Disclosing Party (the "Confidential Information").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. The Confidential Information will be disclosed solely for the purpose of evaluating a possible manufacturing or other business arrangement between Alcrea and the Disclosing Party. Alcrea will not use the Confidential Information for any other purpose without the prior written approval of the Disclosing Party.
2. Alcrea will employ all reasonable efforts to maintain the Confidential Information as confidential.
3. Alcrea will not disclose the Confidential Information to any third party without obtaining the prior written approval of the Disclosing Party, unless disclosure is required by law, interrogatory, subpoena, civil investigative demand or similar process. The Disclosing Party acknowledges and agrees that the Confidential Information may be disclosed to the directors, officers, employees, attorneys or other advisors or representatives of Alcrea on a need-to-know basis for purposes of evaluating a possible manufacturing or other business arrangement with the Disclosing Party.
4. Confidential Information will not include information which (a) is or becomes known or readily available to the industry or the public other than as a result of disclosure by Alcrea; (b) was legally available to Alcrea on a non-confidential basis prior to being made available to Alcrea by the Disclosing Party; (c) becomes legally available to Alcrea on a non-confidential basis from a source other than the Disclosing Party; (d) is subsequently independently developed by Alcrea; (e) is embodied in products or services commercially offered by or on behalf of the Disclosing Party; or (f) is not submitted to Alcrea in writing and conspicuously identified as "confidential" or "proprietary" to the Disclosing Party. Any information first disclosed orally will be reduced to writing and marked "proprietary" or

"confidential" and transmitted to Alcrea within five (5) business days of the oral disclosure or otherwise will not be subject to this Agreement.

The Disclosing Party acknowledges that Alcrea and its affiliates, prior to entering into this Agreement and to receiving any Confidential Information, have been involved and will continue to be involved during the term of this Agreement and following its termination, in the development and manufacturing of products that may be similar or competing to the products, or may contain ingredients that are, developed or produced by or for the Disclosing Party. Disclosing Party expressly acknowledges and agrees that such situation shall not in any way constitute, or be considered as, a breach by Alcrea or its affiliates of their obligations under this Agreement

5. The Disclosing Party represents and warrants that it is the sole owner of the Confidential Information and that it has the sole right to disclose the Confidential Information to Alcrea. The Disclosing Party will indemnify and hold harmless Alcrea from any claims for infringement of the intellectual property or similar rights of any third party based on the Confidential Information.

6. This Agreement does not represent, and should in no way imply, a commitment or agreement on the part of Alcrea or the Disclosing Party to enter into any manufacturing or other business arrangement. No such commitment or agreement will arise or be binding unless and until expressed in a written document signed by authorized representatives of Alcrea and the Disclosing Party.

7. In the event that a manufacturing or other business arrangement is not consummated after Confidential Information has been disclosed, Alcrea will, at the request of the Disclosing Party, promptly destroy or deliver to the Disclosing Party all Confidential Information provided to Alcrea, except one copy of the confidential information which may be kept by Alcrea to establish the extent of the Confidential Information disclosed and its compliance with this agreement.

8. All obligations of Alcrea under this Agreement will terminate two (2) years from the date of this Agreement.

9. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any jurisdiction's conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have duly executed or caused to be duly executed this Agreement as of the day and year written above.

HVL, LLC

By: _____
Print Name: _____
Title: _____

Disclosing Party

By: _____
Print Name: _____
Title: _____