

BROOKERlaboratories

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AGREEMENT FOR NONDISCLOSURE OF CONFIDENTIAL INFORMATION

THIS AGREEMENT FOR NONDISCLOSURE OF CONFIDENTIAL INFORMATION (hereinafter the "Agreement") is entered as of _____, by and between _____ of _____ (hereinafter "Client") and Brooker Laboratories (hereinafter "Consultant"). Consultant has agreed to perform certain nutrition services for Client. In consideration for Client retaining Consultant's services, Consultant has agreed to enter this agreement. Consultant and Client agree as follows:

- CONFIDENTIAL INFORMATION:** for the purposes of this Consulting Agreement, "confidential information" shall mean and refer to information that is not generally known in Client's trade, which is the property of Client, and which is expressly identified as "confidential" when delivered or disclosed to Consultant as a consequence of or through Consultant's performance of services for Client, its subsidiaries or affiliates, whether or not related to Consultants duties as a Consultant for Client. Confidential information includes trade secrets or any other like information of value relating to Client's business, including but not limited to information relating to activities and plans, product costs, promotional methods, marketing strategies, customer list, supplier list, price lists, and other formulas, recipes, patterns, devices, secret inventions, processes, and compilations of information.
- NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:** Consultant shall not, without the prior written consent of Client, disclose, divulge, furnish, or make accessible to anyone (other than in the regular course of providing Consultant's services to Client), or use for any unauthorized purpose, either during or after the time consultant is providing services to client, any confidential information disclosed to Consultant which is the property of Client. Consultant shall use reasonable efforts and exercise utmost diligence to protect and guard against the unauthorized disclosure of Client's confidential information that has been disclosed to Consultant.
- RECORDS SUPPLIED BY CLIENT TO CONSULTANT:** All notes, memoranda, reports, drawings, manuals, materials, data and any papers or records of every kind which are supplied to Consultant by Client (which are now in Consultant's possession or shall come into consultant's possession at any time during Consultant's work for Client) relating to confidential information, shall remain the sole property of Client.
- ACCURACY OF DATA SUPPLIED BY CLIENT TO CONSULTANT:** The accuracy of the data supplied to Consultant for conducting a nutrition analysis is solely the responsibility of the client. The accuracy of Clients formulas, recipes, measures & weights of ingredients, production yields, the additional data pertaining to the other ingredients such as nutrition information for specific ingredients used by Client in the recipe, and any other information supplied to Consultant is the responsibility of the Client. Consultant is only responsible for the accuracy of nutrition analysis based on the accuracy of the data supplied by Client. Nutritional analysis information provided by consultant is based on the estimated database analysis using available standard USDA ingredients or specific brand name ingredients that are contained within Consultant's computer database programs. Some nutritional values may vary depending on the exact ingredients and specific brand name ingredients used by Client to produce its food product.

CONSULTANT
Brooker Laboratories

By: _____
Signature of Consultant

Daniel J. Brooker

CLIENT

By: _____
Signature of Client

Print name & title of signatory