

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement is between _____ (“Customer”) located at _____ and INaturals (“Company”).

WHEREAS, the parties mutually desire to engage in discussions concerning business, technical and/or marketing cooperation; and WHEREAS, during the course of such discussions, the parties may disclose to each other certain Confidential Information (as defined below);

NOW, THEREFORE, in consideration of their mutual undertakings, the parties agree as follows:

1. A party to this Agreement receiving Confidential Information “Recipient” agrees to retain such Confidential Information in strict confidence and not to disclose it to any third party or use such Confidential Information for any purpose other than the purposes set forth in this Agreement. “Confidential Information” shall mean information related to the development of natural ingredients products including research, trade secrets, prototypes, formulas, processes, techniques, marketing programs, price information, product lists, technology, business plans, intellectual property and financial information, whether written or oral. The Recipient will communicate such information only to such employees and contractors or agents who have a need to know such information, and only to such employees and contractors or agents having written agreements with the Recipient obligating them to keep such information confidential.

The obligation of confidentiality and non-use shall not apply to information which:

- a) Information already in the receiving party’s possession at the time of disclosure; receiving parties trade secrets or experienced knowledge in processing and development of natural ingredients.
- b) At the time of disclosure is in the public domain or that subsequently becomes available to the general public other than as a consequence of a breach of this agreement;
- c) Information received by either party from a third party which, to the receiving party’s knowledge, was not under an obligation to maintain the confidentiality of the information and did not acquire such information from either Client or Company, or
- d) Is required by law to be disclosed.

2. Each party agrees that it will not, without the previous written consent of the other party, use or disclose to any person, firm, company, partnership or corporation, the Confidential Information of the other party.

3. The parties agree that the unauthorized use or disclosure of Confidential Information would cause permanent, irreparable damage to the business and property of the party to which it belongs. In the event that either party is required to disclose Confidential Information pursuant to judicial or administrative process in connection with any action, suit or proceeding, that party will give prompt notice to the party to whom the Confidential Information belongs and will make a good faith effort to obtain confidential treatment of the information in the action, suit or proceeding.

4. The obligations of confidentiality and non-use shall be in effect for a period of three (3) year following disclosure, and shall be binding upon the parties' heirs, successors in interest, or assigns. Upon request, each party shall promptly return all documents or other tangible property containing Confidential Information furnished by the other or shall destroy any Confidential Information in tangible form in its possession.

5. The parties are the owners or exclusive licensees of protected intellectual property, including but not limited to trademarks, patents and copyrights.

6. The parties agree no disclosure of information including or relating to such intellectual property shall be deemed a transfer or assignment of such intellectual property, nor shall any such disclosure of information be deemed a grant or waiver of any rights or privileges with respect to such intellectual property under applicable law, including but not limited to the right to prevent infringement by the unauthorized use, publication, or disclosure of such intellectual property.

7. Upon written request from the other party, each party agrees to return or destroy all the other party's Confidential Information, together with all copies or reproductions thereof.

8. This agreement shall be binding on the parties hereto and their respective subsidiaries, affiliates, divisions, officers, directors, agents, employees, successors and assigns.

9. This Agreement shall be governed by French Law. Any dispute arising out of this Agreement shall be exclusively submitted to the Courts of Paris, France.

10. This Agreement may not be assigned by either party without the advance written permission of the other party.

11. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized representatives.

Customer

INaturals SAS

Customer address

By: _____

By: Leila FALCAO

Title: _____

Title: CEO/Founder

Signature: _____

Signature: _____

Date: _____

Date: _____