

B·L·U·M

Beautiful Life Upward Momentum

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is effective as of _____, by and between: _____ and _____ (the "Receiving Party").

In consideration for the disclosure by the Company to the Receiving Party of certain confidential information for the purpose of the Receiving party learning about the Company's business and to facilitate a potential business relationship between the parties (the "Purpose"), the Receiving

Party hereby agrees as follows:

1. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean non-public information, whether in written, oral, graphic or any other form, relating to the business of the Company including, without limitation, scientific, technical, financial, marketing, personnel, planning, and other information, all non-public combinations of separate items that individually may or may not be generally known, items for which the Company is under an obligation of confidentiality to third parties, as well as all analyses, reports and compilations prepared by or for the Receiving Party including or based on such information, and all copies and tangible embodiments of the foregoing in all media.
2. Exclusions. Confidential Information does not include information that is: (a) publicly available without breach of this Agreement; (b) already known to or in the possession of the Receiving Party prior to receipt of such information from the Company as evidenced by written records; (c) received from a third party having the right to disclose such information without restriction; (d) independently developed by the Receiving Party without access to, or use of, the Confidential Information as evidenced by written records; or (e) required to be disclosed by law or by the order of any judicial, administrative, or similar body with enforcement powers; provided, however, that the Receiving Party will promptly notify the Company of this requirement in writing, and will co-operate reasonably with the Company, at the Company's expense, in challenging the disclosure.
3. Ownership. All Confidential Information is and shall continue to be the exclusive property of the Company. This Agreement is not intended to and does not grant, expressly or by implication, any right or license to any intellectual property right or similar proprietary right of any

kind that the Company may possess. The Company shall have the sole ownership of, and the Receiving Party hereby assigns to the Company, any and all intellectual property, including without limitation inventions (whether or not patented and whether or not reduced to practice), patents, know-how, copyrights, trade secrets and all other rights in and claims related to the foregoing (collectively, the "Intellectual Property"), that are created and/or discovered by the Receiving Party based upon, using or including any Confidential Information. The Receiving Party hereby waives any and all "moral rights" to the Intellectual Property, howsoever arising.

4. Non-Disclosure and Non-Use. The Receiving Party will not, directly or indirectly, copy, transmit, reproduce, summarize, quote, make available, sell or disclose any of the Confidential Information or the Receiving Party's recollections thereof to any third party without the express written consent of the Company. The Receiving Party shall not make any use whatsoever of the Confidential Information except to the extent necessary for the Purpose.

5. Safeguard of Confidential Information. The Receiving Party agrees to exercise the highest degree of care in safeguarding the Confidential Information of the Company against loss, theft, destruction or inadvertent disclosure. The Receiving Party will limit disclosure of the Confidential Information to those of its employees, directors, officers, counsel or consultants who have a need to know it for the Purpose and who are bound in writing by obligations of confidentiality materially similar to that set forth in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by such persons.

6. No Reverse Engineering. Except as required for the Purpose, the Receiving Party will not modify, create derivative works from, reverse engineer, reverse assemble, decompile or reverse compile any Confidential Information or any products or equipment of the Company containing Confidential Information.

7. Return of Confidential Information. Upon completion of the Purpose or at such other time as the Company may request, the Receiving Party will promptly return and deliver to the Company all originals and copies of the Confidential Information, in whatever form, which the Receiving Party received and destroy all extracts, analyses, notes or other documents, including computer files, prepared by or for the Receiving Party including or based on the Confidential Information and shall certify such return and destruction in writing to the Company if requested to do so.

8. Injunction. The Receiving Party acknowledges and agrees that any breach of this Agreement by the Receiving Party will cause irreparable harm to the Company. If the Receiving Party fails to abide by the terms of this Agreement, the Company shall be entitled to an injunction, specific performance or other equitable relief as well as any equitable accounting of all profits and benefits arising out of any breach of this Agreement and no bond or other security shall be required from the Company in connection therewith. The rights and remedies specified in this Agreement are in addition to, and not in substitution for, any rights or remedies of the Company at law or in equity. If the Company is successful in obtaining an injunction or is otherwise successful in any other action arising out of a breach of this Agreement, the Receiving Party will

pay to the Company the full amount of the Company's legal fees and expenses incurred by the Company in pursuing such action(s).

9. Attorneys' Fees. In the event the Company commences litigation or other proceedings against the Receiving Party to enforce its rights under this agreement and prevails, the Company shall be reimbursed by the Receiving Party for all reasonable costs and expenses including, without limitation, reasonable attorney and expert fees and costs incurred by the Company in connection with such litigation or other proceeding and any related appeal. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the Company.

10. Term and Survival of Obligations. This Agreement will remain in full force and effect from the date hereof. The obligations of the Receiving Party respecting the use, disclosure and return of Confidential Information acquired from the Company and the rights of the Company provided herein to enforce such obligations will survive the expiration or termination of this Agreement and will continue until such time that this information becomes public knowledge.

11. Binding Nature. This Agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns.

12. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy, completeness, performance, non-infringement, or fitness for particular purpose.

13. Assignment. The Receiving Party may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to another party.

14. Entire Agreement. This Agreement represents the entire agreement and understanding of the parties hereto with respect to the non-disclosure of the Confidential Information described herein. This Agreement supersedes all prior written or oral agreements and all negotiations, conversations or other communications or understandings of the parties hereto with respect to the subject matter described herein.

15. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, a suitable provision will be substituted therefor to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision. The validity and enforceability of the remaining provisions will not be affected or impaired thereby.

READ, UNDERSTOOD AND AGREED.

Signature and Name of Company Representative from BLUM Health and Wellness:

Signed: _____

Print name & Title: Mystie Oldham, NBC-HWC

Date: _____

Signature and Name of Receiving Party:

Signed: _____

Print name & Title: _____

Date: _____