

Non Disclosure and Confidentiality Agreement

This Non Disclosure and Confidentiality Agreement (the “Agreement”) is entered into and is effective as of _____ the “Effective Date”) by and between

Rifluxyss, governed and registered under the laws of California having its primary office at 29300 Kohoutek Way Suite 110 Union City CA 94587 hereinafter referred to as “DISCLOSING PARTY”.

AND

_____ individual/business
residing/conducting business at

_____ here-
in-after referred to as “RECEIVING PARTY”.

WHEREAS the RECEIVING PARTY and DISCLOSING PARTY wish to disclose to each other, certain “Confidential Information” and “Proprietary Information”, as defined hereinafter, to enable the parties to explore potential strategic business alliance / relationship between the RECEIVING PARTY and DISCLOSING PARTY.

AND WHEREAS in consideration on these presents and to protect and preserve each party’s confidential and proprietary information that may be exchanged to the other party in the course of such discussions / negotiations, both the parties hereby agree and covenant to protect, preserve and not to disclose such confidential and proprietary information to any third party on the terms and conditions mentioned herein:

1. Definition of Confidential information

For the purposes of and throughout this Agreement,

“Confidential Information” means and includes without limitation, any information disclosed, either directly or indirectly, in writing or orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) during the course of the discussions/negotiations for a potential strategic business alliance/relationship (the “Discussions”) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) including (a) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party’s business that is not generally known; (b) the Disclosing Party’s

products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of the Disclosing Party, business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third parties; and (d) the terms and conditions of this Agreement.

Confidential Information excludes information that: (i) can be shown with documents as already known to the Receiving Party at the time that it is disclosed to Receiving Party; (ii) is in or comes to public domain through no fault, wrongful act or breach of this Agreement on the part of the Receiving Party; (iii) has been independently developed by Receiving Party without breach of this Agreement or infringement of the proprietary rights of Disclosing Party; (iv) has been rightfully received from a third-party without restriction on disclosure and without breach of this Agreement; (v) has been approved in writing for disclosure by Disclosing Party; (vii) has been disclosed pursuant to a requirement of government agency or law; (viii) has been disclosed in written, graphic or other tangible form unless clearly designated in writing as “confidential” or “proprietary”;

Proprietary Information shall include any and all patent, trademark, copyright, trade secret and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements and modifications thereto and derivations therefrom.

2. Grant of Access and Limitation on Use

Each party as a Receiving Party expressly agree to use any Confidential Information disclosed by the other party only as provided in this Agreement, and understand that any unauthorized disclosure or misuse of the Confidential Information of the other party may result in substantial and irreparable damage to such party.

Each party as a Receiving Party further agree and undertake to hold the Confidential and Proprietary Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third parties or to use such information for any purposes whatsoever.

Each party, as a Receiving Party agrees:

- a) That all Confidential Information acquired by the Receiving Party from the other party will be and will remain the exclusive property of the source.

- b) That information provided by the other party is only for the purposes of examining potential business opportunities with or relating to the other party, and that the Receiving Party will not use any or all of the Confidential Information in any other manner whatsoever.
- c) That without the prior written consent of the other party, the Receiving Party will not in any manner or at any time disclose, disseminate, publish or otherwise provide, either orally or in written manner, to any employee, agent, contractor, firm, corporation, organization, or entity any Confidential Information, except to such Receiving Party's employees, agents or contractors who have an express need to know such information in order to carry out their duties.
- d) That the Receiving Party will treat the other party's Confidential Information with the same procedures and precautions each party uses to protect its own information that it does not wish to be disclosed from unauthorized disclosures or other misuse.
- e) The Parties agree that they do not intend nor will they, directly, or indirectly, export or transmit any Confidential Information or Materials to any country to which such export or transmission is restricted by regulation or statute.
- f) To return promptly to the Disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request.
- g) That the obligations set forth in this Section 2 with respect to Confidential Information will extend for a period of two (2) years following the date of initial disclosure of that Confidential Information, and that obligation will continue notwithstanding the termination of employment, partnership or business relationship with the Receiving Party or any and all individuals who received the Confidential Information in terms of this Agreement.

3. Ownership of Confidential Information

All Confidential and Proprietary Information remains the property of the Disclosing Party including (a) copyrightable or copy righted material, any translations, abridgments, revisions or other form in which an existing work may be recast, transformed or adapted; (b) patentable or patented material, any continuation, reissuance or improvement thereon; and (c) material which is protected by trade secret and, any new material derived from such existing trade secret material, including new material which may be protected by, copyright, patent and/or trade secret law. By disclosing information to the other party, a party does not grant any express or implied right to the other party to or under the original party's patents, copyrights, trademarks or trade secret information.

4. Nature of Obligation

The RECEIVING PARTY and DISCLOSING PARTY acknowledge and agree that each party could potentially suffer irreparable harm in the event that the other party breaches its obligation under this Agreement and those monetary damages could be inadequate to compensate the other party for such breach. The parties agree that in such circumstances after thorough analysis of the damage values by an independent reputable resource such as a mediation center, each party shall be entitled, in addition to such monetary relief or other applicable remedies, to injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by the other party, without showing or proving any actual damages sustained by the other party.

5. Assignment

This Agreement and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by either party without the written consent of both parties. Any act in derogation of the foregoing shall be null and void and without effect. Furthermore, this Agreement may be amended only by written agreement executed by both parties.

6. Governing Law

This Agreement will be governed in accordance with the laws of the State of California, United States of America.

7. Entire Agreement

This Agreement is the entire agreement between the parties hereto with respect to the nondisclosure of Confidential Information described in the Agreement and supersedes all prior agreements, representations and understandings whether oral or written with respect to the Subject matter hereof.

8. Term and Termination

This agreement will remain in force for a period of TWO (2) years following the Effective Date. This Agreement may be terminated by either party upon (10) days prior written notice to the other party. Upon expiration or earlier determination of this Agreement, both parties agree to return promptly to the other party all copies of any documents, materials, notes, data, programs, or software containing Confidential Information in each party's possession or control. Each party agrees to confirm to the other party in

writing that all such copies have been returned or destroyed. Notwithstanding the expiration or earlier termination or early termination of this Agreement, the obligations of confidentiality set forth in Paragraph 2 of this Agreement will survive such expiration or earlier termination for a period of one (1) year, and will be binding on agents, successors and assigns of the other party including its past and/or present employees to whom the Confidential and Proprietary Information was disclosed in terms of this Agreement.

9. Non Competition and Non Solicitation

Both Companies agree and undertake not to compete with each other by securing any business, contracts directly from DISCLOSING PARTY or any DISCLOSING PARTY's affiliates which are introduced to throughout the duration of this agreement or to develop any relationship with them, to provide any services in respect of which Confidential and Proprietary information has been exchanged between the Parties from the date of this agreement up to 2 years from the date of termination of this agreement without prior written consent.

10. Miscellaneous

This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of either party.

If either party employs attorneys or arbitrators to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's or arbitrators fees.

As of section 4, the independent resource (ie mediator) that could assess the potential damages would be designated by both parties and it's fees payable by the same both parties until the independent resource finds a solutions that convenes to both parties. There from the fees paid by the suffered party would be reimbursed by the other party.

All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute and enter this Agreement.

RECEIVING PARTY

DISCLOSING PARTY

By:

By:

Title:

Title:

Date:

Date: