



CONFIDENTIALITY, NONCIRCUMVENTION AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY, NONCIRCUMVENTION AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2010 (the "Effective Date") by and between the parties, _____ (hereinafter "The Contracting Party") and PURE CHEMISTRY, LLC, (hereinafter "PURE") and the parties agree as follows:

Basic description of idea:

WHEREAS, the parties to the Agreement contemplate entering into a possible wholesale distributorship relationship and, in this regard, will have discussions and exchange documents, ideas, and other materials;

WHEREAS, in order to facilitate such discussions and exchange, PURE may disclose to the other party, or such other party may learn, certain information which the disclosing party considers to be confidential, proprietary and a valuable commercial asset;

WHEREAS, each of the parties desires to maintain the confidential nature of any such information and to protect their own business interests and intellectual property interests in such information.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the exchange of mutual valuable promises the parties agree as follows:

1. Confidential Information. The term "Confidential Information" shall mean information which is not generally known to the public relating to the disclosing party's business, research or development including, but not limited to, the proposed and any resulting business relationship between the parties, products, product names, services, pricing, cost and pricing structures, accounting and business methods, analyses, drawings, reports, computer software (including operating systems, applications, and program listings), data bases, data, documentation, configurations, algorithms, flow charts, manuals, trade secrets, technology, know-how, formulae, inventions, designs, developments, devices, packaging, marketing methods, other methods and processes (whether or not patentable or copyrightable and whether or not reduced to practice or fixed in a tangible medium), identifies and information regarding a party's suppliers, clients and customers and their confidential information, suppliers and supplier lists, together with information obtained or disclosed by inspection of samples, equipment or facilities and all similar and related information in whatever form or medium; provided, however, that any of the foregoing shall not be considered Confidential Information if the receiving party demonstrates that it:

- (a) has become publicly known through no wrongful act or breach of confidentiality;
- (b) was in the lawful knowledge of the receiving party prior to the time of disclosure hereunder; or
- (c) was rightfully received from a third party without a breach of any obligation of confidentiality by such third party.

2. Confidentiality. Each party shall keep the Confidential Information of the other party in strictest confidence, including any such information received prior to the signing of this agreement, and shall use its best efforts and utmost diligence to safeguard the other party's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Each party agrees that the Confidential Information is to be considered confidential and proprietary to its owner(s) and the recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with its owner, and shall disclose it only to its officers, directors, or employees with a specific need to know.



3. Nondisclosure. Neither party shall reveal or make available to any third party the other party's Confidential Information without the prior written consent of the other party, except to employees who need to know such Confidential Information in order to perform necessary functions relating to the purposes hereof. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall execute, or shall already be bound by, a nondisclosure agreement containing terms and conditions consistent with the terms and conditions of the Agreement. Each party shall use its best efforts to ensure that its employees do not use, disclose, communicate or make available to any other third party any Confidential Information of the other party in a manner inconsistent with this Confidentiality Agreement.

4. Nonuse. Neither party shall use the other party's Confidential Information for any purpose other than as expressly contemplated hereunder without the prior written consent of the other party.

5. Order to Disclose. In the event that a party is required by law or court order to reveal any Confidential Information of the other party, such party shall give prompt notice thereof to the other party and shall use its best efforts to disclose (a) only such Confidential Information pursuant to a protective order which provides measures to maintain the confidential nature of the Confidential Information; (b) only that portion of the Confidential Information as is necessary to meet the requirements of such law or court order; and (c) such Confidential Information to only those persons as required by law or court order.

6. Term. This Agreement shall become effective as for any Confidential Information exchanged between the parties on or after the date first written above and shall continue in full force and effect thereafter until the parties agree in a separate written instrument that confidentiality will end. The separate written instrument shall specify which Confidential Information will no longer be held in confidence, but all other confidential information shall remain confidential and protected under this Confidentiality Agreement.

7. Non-Circumvent. The Contracting Party will refrain from soliciting business and contracts from sources not their own which have been made available to them through PURE or its related companies, without the express permission of PURE or the party made the original introduction, for a period of two years. The Contracting Party hereby agrees not to circumvent or attempt to circumvent PURE or to circumvent any party who is, or may be associated directly, or indirectly with PURE or in relation to the matters being discussed by the Parties. In the event of either direct or indirect circumvention or disclosure of names or information from these transaction and discussions, if proven to be intentional and damages have occurred, the aggrieved party will be entitled to monetary compensation, injunctive relief, and all legal fees and expenses that may be incurred while attempting to recover damages.

8. No Grant of Rights. This Agreement contains no grant of rights to PURE'S Confidential Information or any of either party's patents, copyrights, trade secrets or other proprietary rights.

9. No Implied License and Return of Materials. No implied license to the Confidential Information or products is to be granted to the recipient under this Agreement. Upon request by either party, the other party shall return promptly to the requesting party all Confidential Information then in its possession or control, and all copies and tangible embodiments thereof, in whatever form or medium and shall certify such return in writing. In the event that no business relationship is entered into between the parties to this Confidentiality Agreement to produce and market a product or products, or to enter into a business



agreement, then no copies of the Confidential Information shall be retained by the recipient when all copies are returned.

10. Legal Action and Injunctive Relief. Each of the parties acknowledges that use by it or communication of the disclosing party's Confidential Information to any third party except as permitted by this Agreement, or any other violation of any provision of this agreement, would cause immediate and irreparable harm to the other party for which money damages would be inadequate. Therefore, the aggrieved party will be entitled to injunctive relief for the violating party's breach of any of its obligations hereunder without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach, but shall be in addition to all other remedies available at law or in equity.

Should PURE be required to retain the services of an attorney to enforce any right under this agreement, whether for injunctive relief or otherwise, PURE shall be entitled to recover its attorneys fees and all costs, taxable or otherwise, from the Contracting Party, should PURE prevail on any issue to be litigated.

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This agreement may not be modified other than by a written instrument executed by duly authorized representatives of the parties.

12. Notices. Any notices, consents or approvals required or permitted to be given hereunder shall be deemed to be given and sufficient when delivered in writing to the address hereinafter set forth below for PURE and at the end of this agreement for The Contracting Party, first class United States certified or registered letter, return receipt requested, or overnight delivery or courier service. Notices shall be valid only if sent to the following addresses:

If to PURE:
C/O Kendall Almerico
4350 West Cypress Street Suite 820
Tampa, FL 33607

13. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties, and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision, as if such illegal, invalid or unenforceable provision had not been contained herein.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Florida. Venue shall lie exclusively in Hillsborough County, Florida for any dispute under this agreement.

15. Counterparts. This Agreement may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, shall constitute one and the same agreement.



16. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. No Assignment. Neither party may assign this Agreement or any interest herein without the other party's express prior written consent.

18. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

19. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. Facsimile. The parties agree that a facsimile signature or scanned and e-mailed signature is as valid as an original on this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their authorized representatives as of the date first written above.

FOR CONTRACTING PARTY

BY: _____ Signed: _____
TITLE: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
DATE: _____

FOR PURE CHEMISTRY, LLC

BY: _____ Signed: _____
TITLE: _____
DATE: _____