

## NON DISCLOSURE AGREEMENT

In consideration for the opportunity to discuss potential business agreements, product development and/or tour the facilities located in Chandler Arizona, CoValence (aka: CoValence Laboratories), an Arizona corporation, and its agents, affiliates and subsidiaries agree that:

**Restrictions and Obligations.** Each party (the "Receiving Party") recognizes and acknowledges that, in anticipation of a business relationship with, and during the course of Receiving Party's business dealings and relationship with the other party (as a "Disclosing Party"), Receiving Party will receive confidential information from Disclosing Party and that (1) the good will afforded to the Disclosing Party depends, in part, upon preserving the confidentiality of such information, and (ii) such information is proprietary to and the property of Disclosing Party. This Agreement shall be effective for a period of five (5) years from the date that Disclosing Party either discloses confidential information to Receiving Party or business dealings between the parties are concluded or terminated, whichever period is longer. Receiving Party will not reverse engineer any product or ingredient, use or disclose any confidential information of Disclosing Party except as expressly permitted by Disclosing Party in connection with the parties' business relationship or as required by law. In addition, Receiving Party will take all reasonable precautions against disclosure of confidential information to third persons. At Disclosing Party's request or, in any event, upon termination of Receiving Party's business relationship with Disclosing Party, Receiving Party will leave with or return to Disclosing Party all materials in its possession or under its reasonable control that contain confidential information of Disclosing Party.

**Ownership.** Disclosing Party shall retain all rights and remedies afforded to it under patent, copyright, trade secret, trademark and other laws of the United States, the states thereof and all applicable foreign countries, including any laws designed to protect proprietary or confidential information.

**General.** For purposes of this Agreement, "confidential information" means any data or information, including trade secrets, that (i) is material, competitively sensitive and not generally known in the relevant trade or industry and (ii) either (A) relates to Disclosing Party or its business activities, products and services (including product designs, software programs, techniques, marketing plans and strategies, business forecasts, pricing and discount policies and lists of customers, suppliers and independent contractors) or (B) is received by Disclosing Party or its employees or agents from any third person. For the purposes of this Agreement, "materials" means any documents and other tangible property that contain confidential information. Confidential information does not include information that (a) is or becomes available to the public through no breach of this Agreement, (b) the Receiving Party can prove was already known to it at the time of disclosure hereunder, (c) is or becomes available to one party and the other agrees in writing that such information is not confidential, (d) is independently developed by personnel of the Receiving Party that have no knowledge of information disclosed under this Agreement, or (e) is rightfully received from a third party without restriction and without breach of this Agreement.

**Remedies.** Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized disclosure or use of confidential information, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the confidential information and prevent its further unauthorized use. In the event of any breach or threatened breach by Receiving Party, Disclosing Party may obtain, in addition to any other legal remedies which may be available, such equitable or injunctive relief as may be necessary to protect Disclosing Party against any such breach or threatened breach.

Receiving Party shall indemnify, defend and hold harmless Disclosing Party from and against all damages, costs and expenses (including attorney's fees and court costs) arising out of or with respect to the breach of any term or provision of this Agreement. This Agreement shall be governed and construed under Arizona law and the Client consents to the exclusive jurisdiction of state courts and the U.S. Federal Courts located there for any dispute arising out of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Island Kinetics, Inc. (dba CoValence Laboratories)

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: John Wochner

Print Name: \_\_\_\_\_

Position/Title: Chief Sales Officer

Position/Title: \_\_\_\_\_



## ACCOUNT REGISTRATION

(CoValence Use Only)

Account Executive: \_\_\_\_\_ Client Code: \_\_\_\_\_

Business Name: \_\_\_\_\_ Web Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone (Main): \_\_\_\_\_ Phone (Other): \_\_\_\_\_

Shipping Address?

**NOTE: WE CANNOT SHIP TO PO BOXES**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Prov: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Billing Address?  (if different from above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Prov: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Check all that apply:  Mass Brand  Private Label  Contract Development  Physician  
 Spa  Laboratory  Distributor  Other: \_\_\_\_\_

Once you have been assigned an Account Number, contact your Account Executive and give your credit card information to our Accounting Department. Credit card payments must be approved in advance. **For your security, DO NOT email your credit card information.** All orders must be paid in U.S. dollars. For security purposes, CoValence may call and request verification of the card ID (CID) number. The information that is supplied to us is kept confidential.