



venus food

Venus Research and Development Inc.
Product Development
Non Disclosure Agreement 2014

This Agreement is made on the Date of _____ between, _____,
having offices at _____ and Venus Research and Development Inc.,
having offices at 427 A Swift Street, Santa Cruz CA 95060.

WHEREAS, for the purpose of furthering a potential business/contractual relationship between them, (the Parties above referred to as CM) have determined to establish terms governing the use and protection of certain Confidential Information (as hereinafter defined) one Party ("Disclosing Party") may disclose to the other Party ("Recipient"), which information in the case of CM relates generally to strategic plans, research, correspondence, artwork/creative design, biographies, intellectual property, financial information and background copy and/or other CM documentation.

NOW THEREFOR, the Parties agree as follows:

1.

- a) "Confidential Information" means all information both tangible and intangible of a Disclosing Party which relates, respectively, to the above identified subject matter, including, but not limited to, trade secrets, business and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means.
- b) With respect to any tangible information thought by Disclosing party to be Confidential Information, Disclosing Party shall mark such information as "Confidential" prior to disclosing it to Receiving Party.
- c) With respect to any oral or visual communication or other intangible information, which is deemed by the Disclosing Party to be Confidential Information, Disclosing Party shall notify Recipient of such fact and within fifteen (15) days thereafter Disclosing Party shall send Recipient a written memorandum outlining the information deemed to be Confidential Information. Such memorandum shall be marked "Confidential."

2. A Recipient of Confidential Information under this Agreement shall use the Confidential Information only for the purpose of evaluating a potential contractual relationship between the parties and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidentiality or proprietary information of like importance, but in any case using no less than a reasonable degree of care. If necessary to effectuate the furthering of a potential contractual relationship, Recipient may disclose Confidential Information received under this Agreement to its employees and consultants, but only if they have a need to know and are bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Disclosing Party. Neither Party shall use the Confidential Information of the other, in whole or in part, except as permitted under this Agreement.

3. "Confidential Information" shall not include information that:

- a) was publicly known at the time of the Disclosing Party's communication thereof;
- b) becomes publicly known through no fault of Recipient subsequent to the time of Disclosing Party's communication thereof to Recipient;
- c) was in Recipient's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof to Recipient;
- d) is developed by Recipient independently of this Agreement without use or reference to the Disclosing Party's Confidential Information;
- e) is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction.

In the event Confidential Information of the other party is lawfully required to be disclosed by any governmental agency or otherwise required to be disclosed by law, it may be so disclosed without violation of this Agreement, but only to the extent so required; provided however that before making such disclosure Recipient shall give Disclosing Party reasonable prior written notice of such required disclosure so that Disclosing Party has an adequate opportunity to interpose an objection and/or take action to ensure confidential handling of such information.

4. All Confidential Information disclosed under this Agreement (including without limitation information in computer software or held in electronic storage media) shall be and remain in the property of Disclosing Party. All such information in tangible form shall be returned to Disclosing Party promptly upon written request by Disclosing Party or the termination or expiration of this Agreement, whichever occurs first, and shall not thereafter be retained in any form by Recipient. In lieu of return, such information may be destroyed by the Recipient provided any such destruction shall be certified in writing to the Disclosing Party by one of Recipient's duly authorized officers. No intellectual property rights, including but not limited to, licenses or rights under any patent, copyright, trademark or trade secret, are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product or enter into any agreement.

5. The Receiving Party shall maintain in confidence and shall not disclose to any person not a party hereto, unless permitted to do so under Section 2, or use or exploit in any way, without the Disclosing Party's written agreement, any Confidential Information for a period of five (5) years from the date of disclosure of such information, unless such information ceases to be Confidential Information prior to the end of such five year period through no fault of Receiving Party or Receiving Party and Disclosing Party enter into an agreement authorizing same.

6. Disclosing Party makes no representation or warranty to Recipient as to the accuracy or completeness of any Confidential Information and shall not have any liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement. Disclosing Party shall not have any liability to Recipient relating to or resulting from the use of Confidential Information or any decisions made by Recipient relating to or resulting from the use of any Confidential Information or any decisions made by Recipient in reliance on any Confidential Information disclosed under this Agreement.

7. This Agreement is intended to provide only for the handling and protection of Confidential Information. It shall be construed as a teaming, joint venture, partnership or other similar arrangement.

8. The Parties acknowledge that the Confidential Information is a unique and valuable asset of Disclosing Party, and that disclosure in breach of this Agreement may result in irreparable injury to Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality and/or of this agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any such breach or to specific performance or other equitable relief as a remedy available to Disclosing Party. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

9. Neither Party shall assign any of its rights or obligations hereunder, without the prior written consent of the other Party.

10. This Agreement (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior agreements, understanding or discussions with respect to the subject matter hereof; (b) may not be amended or in any manner modified except by a non electronic written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of the state of California without regard to its conflicts of laws provisions.

11. Any disputes arising under or relating to this Agreement shall be heard in the Jurisdiction of state of California. Each Party hereby consents to the jurisdiction of said courts and waives any objection which such Party may have at any time to the jurisdiction of such Courts, the laying of venue in such courts or the convenience of the forum.

12. Neither Party will directly or indirectly transmit, by way of trans shipment, export, diversion or otherwise, any Confidential Information to any location outside the United States of America, except in accordance with the export control laws and regulations of the U.S. Department of Commerce or other agency or department of the U.S. Government and any amendments to such laws and regulations.

13. If any provision of this Agreement is found unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

Venus Research and Development:

Company Name:



Signature

Signature

Grace Venus

Printed Name

Printed Name

President

Title

Title

/ / 2014

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)