

NON-DISCLOSURE & Private Label AGREEMENT

This agreement is made on _____ (date), between _____ (Your Name – President or CEO) of _____ (Your Business name) at _____ (Street Address, no P.O. Boxes) and Dr. Paul Yanick of *QuantaFoods, LLC* in New Smyrna Beach, Florida hereinafter referred to as "QF";

WHEREAS, _____ (your **business name**) has proprietary experience and QF has proprietary technologies with talent, experience, and proprietary knowledge and capabilities in the field of *Quantum Medicine™*, *Quorum Nutrition™*, a proprietary quorum-fermented process for the producing raw food nutrients.

WHEREAS, QF has developed proprietary technologies that raise the frequency and wavelength of water and *Quorum Nutrition™* technologies of nutrients for instant cell utilization and is desirous of safeguarding all formulations, trade secrets, sources, and clinical techniques and processing techniques pursuant to this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the parties hereto agree as follows:

- _____ (Your business name) and all associates or employees and related corporations does not acquire any license under intellectual property rights of QF pursuant to this Agreement, except that _____ (Your business name) acquires a limited right to use, in confidence, QF's confidential information in the manner set forth in the recitals;
- _____ (Your business name) and associates and employees shall (a.) protect the disclosed confidential information by using at least the same degree of care, which shall in no event be less than reasonable care, to prevent unauthorized use and/or dissemination and/or publication of QF's confidential information, as _____ (Your business name) uses to protect their own confidential information of like nature, and (b.) disclose only to associates and employees and/or representatives who have a need to receive information, and that such receipt shall be limited to only so much of the information as is necessary for the particular employee to perform the desired work and/or evaluation, and that these employees and/or representatives shall be informed of the nature and the obligation of this Agreement;
- _____ (Your business name) and representatives agree not to disclose to any other third party any proprietary formulation or trade secrets released by QF or assign them to anyone for any QF formulation or methodology released by QF;
- The development of private label food product requires a 12-14 week lead time. I understand there's a minimum 10,000 unit or bottle per product for each purchase order (PO). No guarantee is made that we can re-make this formula as making a product of this high quality is dependent of the availability of ingredients. Variations in taste are to be expected in liquid formulations between batches due to taste variations in herbs which vary with temperature, humidity, rainfall, sunshine, and other environmental conditions during the growing season of organic herbs;
- A PO with a 50% deposit is required for all orders with the balance due prior to shipping. Once we receive your deposit, the price per bottle is locked in on the PO. However, future orders are subject to price changes without notice. Returned checks are subject to a \$45 fee. Preparing and printing a label is your responsibility. We will put you in touch with labeling companies that can produce your custom labels on rolls so they are compatible with our labeling machines. Labels must be pre-approved and signed off prior to production by your company. Payment must be made by business check, credit card (Discover, MC, VISA) with no direct deposits or bank transfers accepted.
- We assume no responsible for any claims your company or its representatives make in the advertising and marketing of these products. You agree, by signature below, to fully accept all risks and assume full liability for the clinical or retail use of these products and waive any claim in law or equity for redress of any grievance concerning or resulting from information or products supplied by QN or its representatives.
- We reserve the right to cease sales to anyone who violates the terms of this Agreement at any time and without written notice. The parties hereto have executed this *NON-DISCLOSURE & Private Label AGREEMENT* on the date first above written as indicated by signatures below:

Dr. Paul Yanick, Jr., Ph.D. of QF – QuantaFoods, LLC

Date: _____
Signature of Owner, CEO or President and Company Name and Address