

# NON-DISCLOSURE AGREEMENT

This Agreement is effective this 6<sup>th</sup> day of April 2016 at the NMD Summit in St. Louis by and between **Nerium International, LLC** company, a Texas LLC company having its registered office located at 4006 Beltline Rd, Suite 100, Addison, TX 75001 and **(NMD Name)** \_\_\_\_\_, having their principal offices located at **(Home Address)** \_\_\_\_\_.

WHEREAS, the parties desire to pursue negotiations concerning a possible business transaction between them; and WHEREAS, the parties are willing to receive and keep confidential certain proprietary information; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## 1. PROPRIETARY INFORMATION

As used in this Agreement, the term "Proprietary Information" shall mean any marketing methodology, trade secret, proprietary or other confidential information (including but not limited to, product information, research development, marketing plans and strategies, pricing, internal policies, budgets, financial statements, customer lists, downline positions and genealogies, customer support manuals and materials, procedures and processes, any legal work or communications with the parties attorneys) which is received by the "receiving party" from the "disclosing party" whether disclosed orally or in writing, or by observation of operations or inspection of products and services or otherwise. Additionally, the fact that discussions or negotiations are taking place between the parties, and any of the terms or conditions or other facts with respect to such discussions or negotiations, shall be considered proprietary. Information shall not be deemed proprietary, and the receiving party shall have no confidentiality obligation with respect to any such information, which:

- (i) Is already known to the receiving party, as evidenced by information in the possession of the receiving party; or
- (ii) Is rightfully received by either party from a third party without restriction and without breach of this Agreement; or
- (iii) Is disclosed by the disclosing party to a third party without restriction on the rights of such third party; or
- (iv) Is approved for release by written authorization from the disclosing party;
- (v) Is required to be disclosed by a court of law.
- (vi) Is used to describe business relationship between parties.

## 2. NON-DISCLOSURE

Both parties agree that the Proprietary Information is considered proprietary data, and is a matter of strict confidentiality. The parties shall not disclose any Proprietary Information, in whole or in part, including derivations, to any third party. The parties shall use such degree of care as is reasonably calculated to prevent inadvertent disclosure of the Proprietary Information. The parties shall limit access to such Proprietary Information, to those individuals who are directly involved in the consideration of Proprietary Information and who have been informed of and agree to honor the receiving party's and their duty not to disclose. Upon discovery of any unauthorized disclosure of Proprietary Information

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by its employees, agents, or affiliates, each party shall use its best efforts to prevent any further unauthorized disclosure and shall notify the other party of such disclosure.

### 3. NON-DISPARAGEMENT

Except in connection with any court proceedings or other legal process, the Parties to this Agreement shall not make any disparaging, libelous, or slanderous statements or comments to anyone regarding the other Party, its affiliates, products, services, owners, officers, directors, employees, etc., at any time during or after the term of this Agreement.

### 4. PROPERTY

All tangible information furnished or disclosed including, without limitation, financial data, customer and independent associate database, drawings, formulas, schematics, specifications, photographs, document samples, models, machines, tools, software/firmware, machine-readable media of any kind and other information submitted hereunder, including business information, shall remain the property of the disclosing party and shall be kept separate from other items by the receiving party. The parties shall not remove, obscure, or alter any notice of any copyright, trade secret, or other proprietary rights appearing on such tangible information.

### 5. RIGHT TO INJUNCTION

The parties hereto acknowledge that the Proprietary Information offered under this Agreement and the rights and privileges granted under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character which provides a peculiar value, the loss of which cannot be reasonably or adequately compensated by monetary damages in any action at law, the breach of any of the provisions of this Agreement will cause irreparable injury and damage.

### 6. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. No change, modification, addition or termination of this Agreement or any part hereof shall be valid unless in writing and signed by or on behalf of the party to be charged with such change, modification, addition or termination. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and jurisdiction and venue relating to any dispute rests exclusively in Texas. The provisions of this Agreement regarding non-disclosure shall survive the termination of the relationship between the parties for a period of two years.

**Nerium International, LLC**

**Nerium International, LLC**

\_\_\_\_\_  
**Mark & Tammy Smith**  
Chief Field Officers

\_\_\_\_\_  
**Name**  
National Marketing Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_