



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of 04/2018 by and between FlavorfulFIT Incorporated, (the "Disclosing Party"), located at 1966 E 21st St, Brooklyn, New York 11229, and _____ (the "Recipient" or "Receiving Party").

This agreement is entered into pursuant to Client Confidentiality. Recipient shall be acting as Client.

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, (i) any form of marketing plan, strategies, operations, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans

for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, file, invention, design, process, procedure, formula, improvement, technology, recipe, or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known, after diligent inquiry, by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality, (iii) is or shall become publicly available through no fault or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and (v) is or has been independently developed

by

employees, consultants or agents of the Receiving Party without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information.

Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: (i) keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (ii) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and

title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

Independent Development

Receiving Party may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

Term

The herein contained Agreement shall remain in effect indefinitely. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

Non-Circumvention

The Recipient shall not at any time, without the prior written consent of the Disclosing Party, which consent the Disclosing Party may withhold at its sole discretion, (i) attempt in any manner to deal directly or indirectly with any contact persons or other individuals or companies related to the Disclosing Party including by having any part of or deriving any benefit from the Disclosing Party's Company or any aspect thereof, or (ii) by-pass, compete, avoid, circumvent, or attempt to

circumvent the Disclosing Party relative to the potential business transaction including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New York or any applicable federal laws or statutes applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in New York shall have sole and exclusive

jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Miscellaneous

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other, or (ii) providing products or services to other who compete with the other.

DISCLAIMERS

1. I shall respect and maintain confidentiality of all discussions and any other information generated in connection with individual care and group settings.
2. I hereby will be honest and not hide any essential information. I will record and report losses weekly. This program has been designed to promote weight loss of no more than two pounds -or one percent of total body weight - a week. Medical authorities recommend that losing weight at such a rate reduces risk of health problems that have been associated with more rapid weight loss (greater than three pounds per week). Some people with higher body fat may lose weight at a slightly higher rate. However, we will monitor your progress and modify your diet if your rate of weight loss after the first two or three weeks exceeds a rate of three pounds -- or one and one-half percent of body weight -- a week.
3. I maintain full responsibility to send health history, weight, and height before enrolling. If I am within the guidelines of an underweight body frame, breastfeeding, pregnant or under any medications and medical conditions, and I choose to enroll not for weight loss, but to maintain a healthy lifestyle, it is my full responsibility to apply the guidelines set forward by the program.
4. It is my responsibility to discuss any nutritional guidelines with my doctor before joining.
5. All costs are non refundable to enrollments or re enrollments.
6. Most people who lose weight are likely to find it difficult to keep the weight off. They can improve their chances by adopting a lifelong commitment that includes

what the program promotes :

increased frequent and regular physical activity of at least moderate intensity, and healthy eating in accordance with the Dietary Guidelines for Americans, emphasizing a reduction in total calories, a lowered fat consumption, and an increase in vegetables fruits and whole grains.

7. Moreover, even weight loss of as little as ten percent of body weight, if maintained over time, has been shown to be beneficial.

I understand and acknowledge that :

Disclosing any form of (i) marketing plan, strategies, operations, business plans, performance results (ii) plans for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, file, invention, design, process, procedure, formula, improvement, technology, recipe, or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights, confidential information from WhatsApp, or any other data will be punishable in a court of law.