

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____

BETWEEN

a member of European Wellness Biomedical Group and a private limited company with its
Asia Pacific correspondence address at

hereinafter called the “**Disclosing Party**” of the one part;

AND

-

an individual with _____ citizenship
and a valid personal identification number _____ and
having an active correspondence address at

hereinafter called the “**Receiving Party**” of the other part.

RECITALS

- A. The Receiving Party hereto desires to participate in discussions and training relating to the infrastructural and operational setup, besides in regarding the development of a luxury European Wellness branded wellness center(s) and such other associated businesses in the mentioned above region (“**Purpose**”). The Disclosing Party will be disclosing information to the Receiving Party and allowing the Receiving Party to review certain confidential and proprietary information (financial or otherwise) relating to the businesses and affairs of the Disclosing Party, and its subsidiaries and partners which include but are not limited to Stellar Biomolecular Europe, BADEN Germany, FCTI Inc., NexGen Biopharma, MF Plus, MF3, Lab RMS, EW Biomedical and EW Villa Medica.

Please acknowledge and sign

- B. The Parties wish to regulate how such confidential information is to be treated while they are in the possession or control of the Receiving Party.

IT IS HEREBY AGREED as follows:

1. CONFIDENTIAL INFORMATION

- 1.1 The term “**Confidential Information**” for the purpose of this Agreement shall mean any and all information disclosed, furnished or communicated (whether orally or in writing, machine readable form, text, drawings, photographs, graphics, designs, plans presentations, on-site visits or any other form whatsoever) by and on behalf of the Disclosing Party to the Receiving Party through the Receiving Party’s directors, officers, consultants, advisors, employees or agents (collectively, “**Representatives**”), whether on, before or after the date hereof, in connection with the Purpose and shall include all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party of its Representatives which contain, reflect or are based upon, in whole or in part, the confidential information furnished to the Receiving Party or to its Representatives pursuant to this Agreement.

“**Confidential information**” shall not include any information which is:

- (i) already in the possession of or known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written records and not in breach of any confidentiality obligation;
- (ii) in or becomes part of the public domain through no fault of or breach of this Agreement by the Receiving Party or its Representatives; or
- (iii) subject to the Receiving Party’s obligations under Clause 3 hereof, required to be disclosed by any law, judicial order or decision, governmental regulation or rule.

2. OBLIGATION OF CONFIDENTIALITY

- 2.1 The Receiving Party shall treat the Confidential Information and all knowledge thereof as confidential and shall not, without the prior written consent of the Disclosing Party:
- (a) disclose, publish or communicate or permit the disclosure, publication or communication of the Confidential Information or any part of it to any person, firm or company other than to its employees needing access to the Confidential Information to enable them to carry out their duties under the Permitted Purpose and who are under a duty to keep the Confidential Information confidential, nor for any purpose other than the Permitted Purpose; or
 - (b) make copies or permit the making of copies of the Confidential Information or any part of it except to the extent reasonably necessary to carry out the Permitted Purpose.

- 2.2 The Receiving Party shall protect the Confidential Information by observing complete confidentiality with regard thereto and ensure the security and control of any Confidential Information which is in written or other tangible form by physically restricting the location and use of such Confidential Information to areas of restricted access. Without prejudice to the foregoing, the Receiving Party shall use the same degree of care but no less than a reasonable degree of care as it would use to prevent the unauthorized use, dissemination and republication of the Confidential Information as the Receiving Party uses to protect its own confidential information.
- 2.3 The Receiving Party shall ensure that only such of its Representatives whose duties require them to possess the Confidential Information shall have access to the Confidential Information provided always that such access shall strictly be to the extent and on a "need-to-know" basis only. Each of such Representatives shall be informed of the contents of this Agreement by the Receiving Party and it shall be the responsibility of the Receiving Party to ensure compliance of the contents of this Agreement by each Representative and to restrain such Representatives from any prohibited or unauthorized disclosure or use of the Confidential Information. In any event, any default or breach by a Representative of any term of this Agreement shall be deemed a default or breach by the Receiving Party.
- 2.4 The Receiving Party shall ensure that no part of the Confidential Information will be copied or reproduced in any form whatsoever by the Receiving Party or its Representatives or any other third party without the express written permission of the Disclosing Party, except for such copies and to such extent as may be necessary for the accomplishment of the Purpose.
- 2.5 The Receiving Party agrees that it shall, whenever requested by the Disclosing Party in writing, return or procure that it is returned to the Disclosing Party or destroyed, immediately all matters in tangible form which constitutes the Confidential Information or any part of it and all copies thereof whether supplied to or reproduced by the Receiving Party or its Representatives.

3. DISCLOSURE DUE TO COURT ORDER OR GOVERNMENTAL ACTION

- 3.1 In the event that the Receiving Party or any Representative is obligated or requested to disclose any Confidential Information as a result of a court order or by any governmental or regulatory authority, the Receiving Party shall immediately inform the Disclosing Party so that the Disclosing Party is given the opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful or should the Disclosing Party decide not to object to any such disclosure, the Receiving Party or the Representative so obligated or requested to disclose the Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority.

4. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party shall immediately inform the Disclosing Party of any loss of confidentiality, unauthorized disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.

5. LEGAL OR OTHER ACTION TO STOP UNAUTHORISED USE OR DISCLOSURE

- 5.1 The Receiving Party must provide assistance reasonably requested by the Disclosing Party in relation to any action or proceeding the Disclosing Party may take against any person for unauthorized use, copying or disclosure of Confidential Information.

6. NO PUBLICITY

- 6.1 The Receiving Party agrees that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose to any third party about the possible co-operation contemplated between the parties including but not limited to the fact that discussions or negotiations are taking place between the parties in relation to the Purpose, any terms, conditions, facts or other matters with respect thereto and the status thereof.
- 6.2 No release or announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement shall be made by the Receiving Party unless the Disclosing Party otherwise agrees in writing and only at such time and in such form as is approved by the Disclosing Party.

7. NO LICENCE

- 7.1 Nothing herein contained shall be construed as granting to the Receiving Party and its Representatives and the Receiving Party and its Representatives shall not acquire any license or right to use the Confidential Information or any part thereof for any purpose (other than for the Purpose) or any license under or rights to any patent, copyright or other intellectual property.

8. NO ASSIGNMENT

- 8.1 The Receiving Party shall have no right to assign or otherwise transfer this Agreement or any part thereof to any third party unless the prior written consent of the Disclosing Party is obtained.

9. NO WAIVER

- 9.1 No failure to exercise or delay in the exercise of any right or remedy vested in a Party under or pursuant to this Agreement shall constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.

10. REMEDY

- 10.1 Each Party acknowledges that monetary damages alone may not be a sufficient remedy for the other party in the event of any breach of this Agreement and agrees that the other party shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available to it.

11. TERM OF AGREEMENT

- 11.1 The obligation of confidentiality under this Agreement shall continue for a period of three (3) years, unless and until the Confidential Information entered the public domain other than as a result of the breach of this Agreement by the Receiving Party or its representatives. Without prejudice to the generality of the foregoing, the Confidential Information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those persons to whom it might be of commercial interest.

12. AMENDMENTS

- 12.1 Any and all amendments or modifications to this Agreement must be written and signed by the authorized representatives of the parties.

13. SEVERABILITY

- 13.1 In the event that any clause or part of a clause in this Agreement shall for any reason, be determined by a court or arbitral tribunal to be invalid or unenforceable, then the remaining clauses and remaining parts of the clauses shall not be affected, impaired, or invalidated, and shall remain in full force and effect and shall continue to be binding upon the parties.

14. GOVERNING LAW

- 14.1 This Agreement shall be governed and construed in accordance with the laws of Panama and the parties shall submit to the courts of Panama.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the Parties hereby set their respective hands on the date first above written.

Signed for and on behalf of
Disclosing Party
in the presence of:

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)
)
)

Name: _____

Title : _____

Name: _____

Title : _____

Signed for and behalf of ‘
Receiving Party
in the presence of:

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)
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Name: _____

Title : _____

Name : _____

Title : _____

Please acknowledge and sign