



Below is our standard Non-Disclosure Agreement. Please fill in the blanks on page 1, 5 and page 6 and also sign the document on page 6. Once you've completed this agreement, either email it to zach@bigbrands-llc.com or print out the document and fax it to 866-438-4211. Thank You.

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIAL NON DISCLOSURE AGREEMENT ("Agreement") is effective _____, (Today's Date) by and between

("Customer"), with its principal place of business at _____

(street address), _____ (city), _____ (state), _____ (zip),

whose phone number is _____ and fax is _____ and Big Brands LLC ("Big Brands"), having its principal place of business 7065 West Ann Road, Suite 130260, Las Vegas, NV 89130 whose phone number is 702-476-1021 and fax is 866-438-4211, under the following terms and conditions:

1. Purpose of Disclosure; Definition of Confidential Information.

- (a) CUSTOMER and Big Brands wish to disclose to each other Confidential Information (as defined below) for the limited purposes of evaluation and discussion of the possibility of entering into a business related to the formulation, design, development, manufacture and sale of a food and/or beverages, or other consumer products. ("Agreed Purpose"). Both CUSTOMER and Big Brands consider its Confidential Information to be its confidential and proprietary property. Each Disclosing Party is willing to disclose and each Receiving Party is willing to receive such Confidential Information. "Disclosing Party" shall mean the party that releases, exchanges, or discloses Confidential Information. "Receiving Party" shall mean the party or parties that obtains Confidential Information from the Disclosing Party.
- (b) As used herein, the term CUSTOMER Confidential Information" shall mean product formulations, manufacturing technology, operating processes and procedures, quality assurance methods, processes and procedures, packaging designs and manufacturing technology, marketing and sales strategies, volume and sales data, financial information, and research and development plans and data. CUSTOMER Confidential Information shall also include all information, knowledge, know-how, or data regardless of form (whether written, oral,

photographic, electronic, magnetic, computer or otherwise) which is treated or designated by CUSTOMER as confidential or proprietary.

- (c) As used herein, the term “Big Brands Confidential Information” shall mean product formulations, manufacturing technology, operating processes and procedures, quality assurance methods, processes and procedures, packaging designs and manufacturing technology, marketing and sales strategies, volume and sales data, financial information, and research and development plans and data. Big Brands Confidential Information shall also include all information, knowledge, know-how, or data regardless of form (whether written, oral, photographic, electronic, magnetic, computer or otherwise) which is treated or designated by Big Brands as confidential or proprietary.
- (d) CUSTOMER Confidential Information and Big Brands Confidential Information are sometimes hereinafter collectively referred to as the Confidential Information.
- (e) Confidential Information, if not marked as “confidential” (or words of similar import) by the Disclosing Party at the time of disclosure may be designated as Confidential Information by the Disclosing Party, upon the Disclosing Party providing the Recipient Party with written confirmation of such within sixty (60) days after the Disclosing Party’s disclosure.

2. Maintenance of Confidentiality; Nonuse Obligations.

- (a) CUSTOMER and Big Brands shall each hold the Confidential Information disclosed to it in strict confidence and shall use the Confidential Information of the Disclosing Party only for the Agreed Purpose. The Receiving Party shall use reasonable care and at the least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own information of a similar nature, which shall be at least reasonable care.
- (b) CUSTOMER and Big Brands shall not, without the prior written consent of the other, make use of the Confidential Information disclosed to it other than for the Agreed Purpose, or disclose the Confidential Information to any person, party or entity except to such of its officers, employees and consultants who have been made aware that the Confidential Information is confidential and are bound to treat it as such and to whom disclosure is necessary for the Agreed Purpose.

3. Excluded Information.

The confidentiality and non-use obligations of this Confidentiality Agreement shall not apply to the following as established by reasonable proof:

- (a) Information which at the time of disclosure is in the public domain; or

- (b) Information which, after its disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Confidentiality Agreement; or
 - (c) information which CUSTOMER or Big Brands can establish was in its possession prior to disclosure or was subsequently and independently developed by employees of or on behalf of CUSTOMER or Big Brands without use, direct or indirect, of information required to be held confidential hereunder, who had no knowledge of the Confidential Information disclosed; or
 - (d) Information which CUSTOMER or Big Brands shall receive from a third party, provided however that the third party has the legal right to disclose the Confidential Information to CUSTOMER or Big Brands, respectively, free of any obligation of confidence.
4. **Notification of Mandatory Disclosure.** Notwithstanding any provision herein to the contrary, in the event that any Receiving Party hereafter becomes obligated by mandatory applicable law, regulatory rule or judicial or administrative order to disclose Confidential Information or any portion thereof, to any third party, governmental authority or court, the Receiving Party shall immediately notify the Disclosing Party thereof of each such requirement and identify the Confidential Information so required thereby, so that the Disclosing Party may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and/or waive Receiving Party's compliance with the provisions of this Agreement.
5. **Term of Obligations.** The confidentiality and non-use obligations under this Confidentiality Agreement shall expire on the later of (i) the tenth anniversary of the date of the Effective Date of this Confidentiality Agreement, or (ii) the tenth anniversary of the conclusion of the Agreed Purpose.
6. **Ownership; Right to Disclose.** All CUSTOMER Confidential Information is and shall remain the property of CUSTOMER. All Big Brands Confidential Information is and shall remain the property of Big Brands. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the Receiving Party any license or other ownership rights to the Confidential Information or under any Confidential Information or inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Party.
7. **Return of the Confidential Information.** Upon completion of the aforesaid Agreed Purpose and in the absence of any further agreement between the parties, CUSTOMER and Big Brands each shall cease all use and make no further use of the Confidential Information disclosed to it and shall, upon written request from the Disclosing Party, promptly return to the other party all of the Confidential Information (including copies thereof), which is in tangible form (including electronic imaging of Confidential Information), except that CUSTOMER and Big Brands shall each be permitted to retain

one (1) copy of the other party's Confidential Information in its legal department so that any continuing obligations may be determined.

8. Big Brands Partnered Co Packer Relationships

CUSTOMER acknowledges that Big Brands has confidential information that may include technical and non-technical know-how, research and development, formulas, knowledge of and relationships with suppliers, and partnership relationships with co-packers for the packaging of the finished product for consumption by consumers. Big Brands uses this knowledge and relationships to arrange for companies and individuals and their various labels in return for compensation paid to Big Brands by such companies or individuals. Big Brands offers turnkey beverage development and manufacturing services and is not a “Broker”. Fees for products and services are paid direct to Big Brands.

CUSTOMER agrees that in return for Big Brands relationships as mentioned above that CUSTOMER shall not contract with any relationships above mentioned for a period of three years from the later of the effective date of this agreement or completion of the performance by Big Brands for CUSTOMER.

If CUSTOMER, now and hereinafter, and any director, manager, members, partners, and other known associates whatsoever that are affiliated with the CUSTOMER’S brand during the period of enforceability of this contract breaches this paragraph then Contractor shall be entitled to all loss of profit as though Contractor packed the product production amounts that CUSTOMER packed or filled by the Co-Packer that Big Brands introduced and or arranged for Co-Packing for CUSTOMER prior to CUSTOMERS breach of this paragraph.

9. Affiliates. It is understood that Confidential Information covered by this Agreement shall include all Confidential Information disclosed by the Disclosing Party to the Receiving Party or any of its Affiliates, provided that such Affiliate has agreed to be bound by the terms hereof. For purposes of this Agreement, “Affiliate” shall mean any corporation, firm, partnership or other entity, whether *de jure* or *de facto*, which directly or indirectly owns, is owned by or is under common ownership with a party to this Agreement where “owns” or “ownership” means possession of at least fifty percent (50%) of the equity of such corporation, firm, partnership or other entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of the entity and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with a party to this Agreement.

10. No Publicity. No oral or written release of any statement, information, advertisement or publicity matter having any reference to either party, express or implied, shall be used by the other party or on the other party’s behalf, unless and until such matter shall have first

been submitted to and received the approval in writing of the party whose name is being used.

11. **No Other Obligation.** Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Confidential Information or as the grant of a license to CUSTOMER or Big Brands to use the other's Confidential Information other than for the Agreed Purpose.
12. **Notices.** All notices required or permitted hereunder shall be given in writing and sent by mailed postage prepaid, certified or registered mail, return receipt requested, or sent by a nationally recognized express courier service, or hand-delivered at the following addresses:

If needing to send to Big Brands sent to:	If needing to send to Customer send to:
Big Brands, LLC 7065 West Ann Road Suite 130260 Las Vegas, NV 89130	Customer please provide us the address you'd like the information above mailed to: _____ _____

Notices shall be effective upon receipt. A party may change its address listed above by notice to the other party.

13. **Remedies for Breach.** Both parties agree that should this Agreement be breached, money damages may be inadequate to remedy such a breach. As a result, the non-breaching party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any such breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.
14. **Assignment.** This Agreement shall not be assigned by either party hereto without the prior written consent of the other party hereto, which consent may be withheld in either party's sole discretion, and any purported assignment without such consent shall be void; provided, however, either party hereto may without such consent assign this Agreement in connection with the sale or transfer of all or substantially all of its business or in connection with a merger or other consolidation with another entity.
15. **Severability.** If any provision of this Agreement or the application thereof in any particular circumstance is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstance, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by law.

16. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This Agreement may not be amended, modified, or released except by a written instrument signed by each of the parties hereto. No failure or delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. If any provision of this Agreement is found to be 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 approximating the intention of the parties as expressed.
17. **Governing Law; Counterparts.** This Confidentiality Agreement shall be governed in all respects by the laws of the State of California, without regard to conflicts of laws applicable in such jurisdiction. This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Big Brands LLC

_____	_____ (Customer Name)
_____	_____ (Your Signature)
_____	_____ (Print Your Name)
_____	_____ (Your Title)
_____	_____ (Today's Date)

Please provide us with your FAX # so once you have signed and faxed a copy to us, we will then sign it and fax back to you for your records. If you don't have FAX #, please provide us with your email address to send copy to.

YOUR FAX #: _____

OR Email Address: _____

(revised 4/2013)