By clicking on the “ACCEPT” button, I hereby agree to the following terms with MODERE AUSTRALIA PTY LTD, having a principal place of business at Level 1, 200 East Terrace Adelaide, SA Australia (hereinafter “Modere”). Both Parties may be individually referred to herein as the Party or collectively as the Parties. I understand that Modere has disclosed or may disclose Confidential Information, as defined below, relating to the business plans, methods, strategies, marketing, distribution and sale of personal care and/or nutritional supplement products of Modere (hereinafter the “Project”).

I agree that I shall treat all Confidential Information with the same degree of care as I accord to my own Confidential Information, but in no case less than reasonable care.

3. EXCLUSIONS FROM NONDISCLOSURE AND NONUSE OBLIGATIONS.

The obligations under Paragraph 2 (“Nondisclosure and Nonuse Obligations”) with respect to any portion of the Confidential Information of Modere (the “Disclosing Party”) shall not apply to such portion that I can document: (a) was in the public domain at or prior to the time such portion was communicated, (b) was rightfully in possession free of any obligation of confidence at or prior to the time such portion was communicated, (c) was developed by employees or agents of mine independently of and without reference to any information communicated, or (d) was communicated to an unaffiliated third party by the Disclosing Party free of any obligation of confidence.

4. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION AND OTHER MATERIALS.

All Confidential Information of Modere and any Derivatives, as defined herein, thereof whether created by either Party, shall remain the property of Modere, and no license or other rights to such Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall include, but not be limited to, any translation, abridgment, revision, adaptation, improvement, or any new material derived from the Confidential Information. Upon request and no later than five (5) days after such request, I shall promptly destroy or deliver to Modere, (a) all materials furnished by Modere, (b) all tangible media of expression in

1. DEFINITION OF CONFIDENTIAL INFORMATION.

“Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information relating to the Project including, but not limited to, patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Parties, and includes, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, customers, business forecasts, sales and merchandising, and marketing plans and information. Any information disclosed by Modere pursuant to this Agreement will be considered Confidential Information.

2. NONDISCLOSURE AND NONUSE OBLIGATION.

I agree that I will not use, disseminate, or in any way disclose any Confidential Information of Modere, to any person, firm or business, except to the extent necessary to perform the Project, provided that such third party agrees in writing to be bound by the terms of this Agreement. Furthermore, the existence of the Project, any business negotiations, discussions, consultations or agreements in progress between myself and Modere shall not be released to any form of public media without written approval of Modere.
5. NO WARRANTY.

All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding such Confidential Information’s accuracy or performance.

6. TERM.

This Agreement shall have a term of two (2) years. To the extent Confidential Information constitutes a trade secret under applicable law, the obligations with respect to the Confidential Information shall survive termination/expiration of this Agreement and shall remain in effect for so long as such information shall remain a trade secret under applicable law. To the extent such Confidential Information does not constitute a trade secret, my obligations with respect to the Confidential Information shall survive termination/expiration and shall remain in effect for the term of this Agreement and for three (3) years thereafter.

7. NO ASSIGNMENT.

Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Modere may transfer this agreement to an affiliate without the consent of the other Party.

8. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either Party may specify in writing.

9. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of South Australia, except its choice of law provisions. Each of the Parties irrevocably consent to the exclusive jurisdiction of the courts located in South Australia.

10. SEVERABILITY.

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

11. WAIVER; AMENDMENT; MODIFICATION.

No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed by the Party against whom such waiver or consent is asserted. The waiver by either Party of, or consent of either Party to, a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other Party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

12. INJUNCTIVE RELIEF.

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Modere for which there will be no adequate remedy at law, and Modere shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
13. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

14.

By accepting the terms and conditions described below, in other words, by clicking Yes button, you shall be deemed to accept receiving any e-mail delivered by MODERE, Inc. and/or its affiliates and subsidiaries.