

Non-Disclosure, Non-Circumvention, Non-Solicitation Agreement

This Non-Disclosure, Non-Circumvention, Non-Solicitation Agreement (this "**Agreement**") is made as of _____ ("Effective Date") by and between FineTouch Laboratories, Inc., a California limited liability company ("**Disclosing Party**") and _____, an individual with an address of _____ ("**Recipient**" and with the Disclosing Party, the "**Parties**").

Disclosing Party and Recipient have entered into a distribution agreement, whereby the Company will manufacture and sell Disclosing Party's goods (the "**Purpose**"), and Recipient is affiliated with and Recipient will likely receive Confidential Information because of such affiliation.

WHEREAS, the Parties have determined that they can best accomplish the Purpose by having the Disclosing Party provide the Recipient with access to certain of the Disclosing Party's Confidential Information (as defined in Section 1, below) and introducing the Recipient to certain of the Disclosing Party's business contacts (the "**Introduced Party**").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information. Except as otherwise set forth in this Section 1, "**Confidential Information**" means all non-public, proprietary or confidential information of Disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"). Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's act or omission; (b) is obtained by Recipient on a non-confidential basis from a third party that, to the knowledge of the Recipient, was not legally or contractually restricted from disclosing such information; (c) was in Recipient's possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient, as established by documentary evidence, without using any Confidential Information.

2. Use and Disclosure of Confidential Information. Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information. Recipient shall not, without Disclosing Party's written consent, use Confidential Information to develop its own business or to compete with Disclosing Party's or assist a competitor of Disclosing Party's, nor shall Recipient reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Disclosing Party's Confidential Information.

(a) The Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further use or disclosure.

3. Required Disclosure. If Recipient is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such

requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. Return or Destruction of Confidential Information. Upon the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

5. No Obligation to Disclose or Negotiate; No Representations or Warranties. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party shall have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. No Transfer of Rights, Title, or Interest. The Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

7. Non-Circumvention. The Recipient shall not, directly or indirectly, except in collaboration with or with the express written consent of the Disclosing Party:

(a) enter into any transaction with the Introduced Party similar to, in competition with, or which otherwise could have the effect of preventing the Disclosing Party from receiving the full benefit of the transactions set forth in the Purpose;

(b) circumvent, avoid, by-pass, or obviate Disclosing Party's interest, or the interest or relationship between Disclosing Party and its technology partners, manufacturers, or financiers;

(c) solicit the Introduced Party to enter into any such transaction; or

(d) Induce, solicit, procure, or otherwise encourage any third party or respond to any solicitation from any of the same to enter into any such transaction.

8. Non-Solicitation. Except as may be provided in any definitive written agreement between the Parties entered into after the date hereof, the Recipient agrees that during the Term, without obtaining the prior written consent of the Disclosing Party, neither the Recipient nor any of its affiliates (each, a "**Restricted Person**") shall directly or indirectly, for itself or on behalf of another person or entity:

(a) induce, influence, or encourage, any client, customer, supplier, or other similar third party of the Disclosing Party, or any of its affiliates, (each, a "**Customer or Supplier**") to alter, terminate or breach its contractual or other business relationship with the Disclosing Party or any of its affiliates, or solicit business from any Customer or Supplier.

9. Non-Competition. The Recipient shall not contribute knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity established or engaged in the same or similar business as the Disclosing Party.

10. Intellectual Property. Recipient shall not:

(a) take any action that may interfere with the Disclosing Party's Intellectual Property Rights, including such Disclosing Party's ownership or exercise thereof;

(b) challenge any right, title or interest of the Disclosing Party in such Disclosing Party's Intellectual Property Rights;

(c) make any claim or take any action adverse to the Disclosing Party's ownership of its Intellectual Property Rights, including applying for patent registration;

(d) register or apply for registrations, anywhere in the world, the Disclosing Party's trademarks or any other trademark that is similar to the Disclosing Party's trademarks or that incorporates such trademarks in whole or in confusingly similar part;

(e) use any mark, anywhere, that is confusingly similar to the Disclosing Party's trademarks;

(f) misappropriate any of the other Disclosing Party's trademarks for use as a domain name without such other Party's prior written consent; or

(g) alter, obscure or remove any of the Disclosing Party's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased by Disclosing Party from the Company, marketing materials or other materials.

(h) Disclosing Party's trademarks are listed in Schedule 1, which may be updated from time to time to reflect new filings and/or issuance.

11. Term. The rights and obligations of the parties under this Agreement expire thirty years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

12. Equitable Relief. Recipient acknowledges and agrees that any breach of the confidentiality obligations under this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

13. Governing Law, Jurisdiction, and Venue. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of California, US, without regard to the conflict of law provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in a Los Angeles, California court. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. If this section 13 is becomes invalid, illegal or unenforceable, it shall be deemed modified as follows:

15. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the state, country, or province where the Recipient resides, without regard to the conflict of law provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in a court in the state, country, or province where the Recipient resides. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. Notices. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 16). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

17. Entire Agreement. This Agreement is the entire agreement of the parties regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Recipient

FineTouch Laboratories, Inc.

By _____

By _____

Name: _____

Name: Sanusi Umar, M.D.

Title: _____

Title: CEO

Schedule 1

Dr. U Gro

DRUGRO

UGRO

CHERISH YOUR ROOTS

BRING YOUR EDGE BACK

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