



Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is made on and effective as of _____ (Date), by and between **IPAC, INC.** ("IPAC"), a Florida corporation having a business address at 1270 Belle Ave., Unit 115, Winter Springs, Florida 32708, and _____, (Company Name) a _____ (State) based business, having a business address at _____.(Address)

1. The Customer will disclose to IPAC certain recipes, including the ingredients and the proportions of the Customer's recipes (collectively referred to as "Confidential Information"), and the Customer wishes to maintain the confidentiality of the Confidential Information. All Confidential Information furnished to IPAC by the Customer shall remain the property of the Customer. IPAC shall promptly return to the Customer all original documents and any tangible material or medium received from the Customer pertaining to such Confidential Information, upon the written request of the Customer. IPAC retains the right to retain copies of such Confidential Information to the extent IPAC believes is necessary for it to comply with state or federal law or other regulations. The Customer represents and warrants to IPAC that the Customer is the owner of the Confidential Information. The Customer acknowledges that Confidential Information does not include, and the Customer has no claim or right to the procedures, processes or methodology used by IPAC to produce the Customer's recipes. It is understood that no patent, copyright, trademark, or other proprietary right or license is granted to IPAC by this Agreement.

2. IPAC shall treat and hold the Confidential Information as confidential and proprietary, and shall not, directly or indirectly, without the written consent of the Customer: (i) make use of, duplicate or reproduce the Confidential Information or (ii) disseminate or disclose the Confidential Information to any person, firm or business, except as required by a regulatory agency or a court of competent jurisdiction. IPAC shall promptly notify Customer if IPAC believes it has a legal requirement to disclose any Confidential Information and give Customer a reasonable time to respond prior to making such disclosure. IPAC's duties of confidentiality hereunder shall continue for a period of five (5) years after the termination of this Agreement. Without limiting the generality of the foregoing, IPAC shall have the right to make disclosures of any or all of the Confidential Information on demand to the Federal Food and Drug Administration and/or the Florida Department of Agriculture without prior notice to the Customer. IPAC shall further have the right to make disclosures of any or all of the Confidential Information to the independent testing laboratory contracted for testing its products without notice to the Customer, provided that such independent testing laboratory is subject to a confidentiality agreement with IPAC on substantially similar terms as this Agreement.

3. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of Florida. The parties hereby submit to exclusive personal and subject matter jurisdiction of the state and federal courts located in the City of Orlando, in Orange County with respect to any claim or cause of action that may arise hereunder. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. In the event that either party institutes any legal suit, action or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

4. The parties expressly understand and agree that the restrictions contained herein represent a reasonable and necessary protection of the legitimate interests of the Customer. IPAC acknowledges that monetary damages may be difficult to calculate and may not be a sufficient remedy for unauthorized disclosure of Confidential Information or other breach of this Agreement, and agrees that, in the event of an unauthorized disclosure or threat of unauthorized disclosure of the Confidential Information, in addition to any other remedies to which it may be entitled, the Customer will be entitled to temporary and permanent injunctive relief restraining such disclosure by a court of competent jurisdiction. No failure or delay by either party in exercising any right, power or privilege 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, power or privilege hereunder.

5. IPAC may not assign any of its rights or obligations under this Agreement without prior consent of the Customer except to an entity that acquires all or substantially all of IPAC's assets in a merger or acquisition transaction. This Agreement shall benefit and be binding upon the parties and their respective subsidiaries, affiliates, heirs, successors, and permitted assigns. This Agreement may be signed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Signatures of this Agreement transmitted by facsimile or via electronic mail (.pdf or similar file types) shall be valid and effective to bind the party so signing. If any provision of this Agreement is held by a court to be void or unenforceable for any reason, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“IPAC”

IPAC, Inc., a Florida corporation,

By: _____

Paul Adamission, President

Date: _____

“CUSTOMER”

Name: _____

Business Name:

State: _____

By: _____

Name / Title

Date: _____