



**NON-DISCLOSURE AGREEMENT**

In consideration of the Disclosure to Sun Deep Cosmetics (hereinafter referred to as "Recipient"), from \_\_\_\_\_ (herein after referred to as "Supplier") of certain formulas, prescriptions, recipes, information, products and materials relating to the operations of Supplier's business; and in order to protect all legal, property and proprietary rights of Supplier in and to such formulas, prescriptions, recipes, information, products and materials and for development of and use by Supplier, Recipient hereby agrees with Supplier, as follows:

1. That Recipient will hold in confidence and within its control all of the formulas, prescriptions, recipes, information, products and materials it acquires from Supplier and will not disclose such to any unauthorized third person, nor reproduce completely original information without specific permission in writing from Supplier, unless and until said items become public knowledge through no fault of Supplier or recipient, or unless such information, at the time of its disclosure to Recipient information was in the public domain. Recipient can freely release all confidential information to any duly authorized regulatory agency without notice. All information previously held by Recipient will be void of this agreement. Any and all changes, prescriptions, materials suggestions or reformulations made by Recipient on said original information will remain sole property of Recipient, will not be disclosed to Supplier and will be void of this contract.
2. The Recipient will use the Original formulas, prescriptions, recipes, information, products and materials supplied hereunder solely for the purpose of evaluating and analyzing said items and shall make no use of said items, whatsoever, except as required by Recipient in the performance of his duties hereunder.
3. That Recipient will make no copy of any formulas, prescriptions, recipes, information, products or materials conveyed hereby, nor reveal, divulge or make known to any person or entity the contents of any formulas, prescriptions, recipes, information or product of Supplier, nor reveal the method, process or manner of manufacturing, compounding, or preparing any of the products or materials produced hereunder by Supplier, unless required by recipient in the performances of our duties, regulatory affairs or corporate policies.
4. That any and all suggestions, revisions, improvements and ideas which Recipient may make or suggest, solely or jointly with others, under this Agreement or any formula, prescription, recipe, information, product or material produced by Supplier as a result of any research, investigation or improvement conducted by Recipient under this Agreement shall be and remain the exclusive property of and owned by Recipient.
5. That Recipient will commit to secrecy and person in its organization, or employ, or with whom Recipient is associated to whom the *formulas*, prescriptions, recipes information, products or materials are disclosed.
6. That nothing in this agreement shall be construed to guarantee or grant to Supplier any rights in or license under the formulas, prescriptions, recipes, information, products or materials disclosed hereunder, or in and under any patents, copyrights or trademarks that may issue upon such information.

Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Supplier

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date