

CONFIDENTIALITY AGREEMENT

PROJECT TITLE: _____ **Date:** _____

Always Be Healthy, Inc
PO Box 5642
Granbury, Texas 76049
Tel: 817-313-4002
Fax: 817-400-7971
(First Party)

Tel: _____
Fax: _____
(Second Party)

To Facilitate and encourage consideration by both parties of the feasibility of entering into a contractual relationship, it is or may be necessary for each party to disclose confidential information to the other party.

Therefore, in order to provide a basis for receipt of such confidential information, the following agreement is set forth for the handling and treatment of confidential information disclosed hereunder:

- 1) each party will treat as confidential all information which is received from the other party and is identified in writing as confidential by the disclosing party at the time of disclosure or, if disclosed orally, confirmed in writing by disclosing party as confidential within thirty (30) days of the oral disclosure ("Confidential Information"), will use such Confidential Information only for the purpose of evaluating the feasibility of entering into a business relationship with the other party and for no other purpose,; will limit access to such Confidential Information to those of its employees reasonably requiring the same only for the above-described purpose; will apprise such employees of their duty to protect such Confidential Information to the same extent that the receiving party is bound hereunder; and will use the same standard of care to protect such Confidential Information which it uses to protect confidential information of its own against unauthorized use or disclosure, which standard of care, at a minimum, shall be to use reasonable efforts to prevent such unauthorized use or disclosure.
- 2) Nothing contained herein shall in any way restrict or impair either party's right to use, disclose or Otherwise deal with any information received from the other party, directly or indirectly, which (a) at the time of disclosure is generally available to the public or later becomes generally available to the public through no act of the receiving party; (b) was in the receiving party's possession as a matter of record prior to its disclosure to the receiving party; © is independently made available to the receiving party as a matter of right by a third party; (d) as a matter of record is independently developed by the receiving party; or (e) is required by court order or otherwise by law to be disclosed, in which event the receiving party shall notify the disclosing party prior to any required disclosure and the receiving party shall, upon the request and at the expense of the disclosing party, cooperate with the disclosing party in contesting any such disclosure.
- 3) Upon written request at any time, each party will return to the other party all documentation containing Confidential Information received hereunder from the other party and all copies of the same in the receiving party's possession.
- 4) The obligation under this Confidentiality Agreement shall continue for a term of five (5) years from the date indicated under the title of this Agreement (Confidentiality Agreement) found on page one.
- 5) This Confidentiality Agreement shall be governed by the laws of the State of Texas for Always Be Healthy, Inc. and

By the Signature of its authorized representative in the appropriate space provided below, each party agrees to be bound by the terms and conditions of this Agreement.

By: _____ By: _____
Alan Burns, CEO ABH, Inc.

Title: Corporate Executive Officer Title: _____

Date: _____ Date: _____

(First Party)

(Second Party)

Any other Representative as Associated with a Project or other assignment per this document. May include individuals associated with finders fees for aligning the entities.

Name: _____ Print: _____

Title: _____ Project: _____

Date: _____ (First or Second Party Group)