



# Ambulatory Reversal Program (Diabetikus) ©®

## **Confidentiality and Non-Disclosure Agreement**

THIS AGREEMENT governs the disclosure of information by and between **Max Martin, Dr. Pedro J. Martinez, Hope Medical Institute (HMI), Hope Diabetes Center (HDC), Diabetes Wellness Clinic of America (DWCoA)** (Provider Party) and \_\_\_\_\_ (Recipient Party) of \_\_\_\_\_, 2010 (the "Effected Date").

**1. Scope of Agreement.** The scope of this agreement shall be the World Wide. This agreement shall terminate twenty (20) years after the Effective Date. The Recipient's obligations under this agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of ten (10) years. Upon written request of the other party, a party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof. Provider and Recipient each agree that Confidential Information disclosed to the other shall not be duplicated or otherwise disclosed to any third party except as authorized in writing by the Provider.

**2. Purpose of Agreement.** This Purpose of this agreement is to induce a bond of total confidentiality between the aforementioned Parties.

The term "Confidential Information" as used in this Agreement means all information and data, described below, and presented and discussed by either Party which is related to the current, future or proposed business of that Party. The Party providing Confidential Information in each case is called the "Provider" the Party receiving the Confidential Information is called the "Recipient". The Recipient shall keep the Confidential Information described below confidential.

Max Martin, Dr. Pedro J. Martinez, Hope Medical Institute, Hope Diabetes Center, Diabetes Wellness Clinic of America Confidential Information: Any and all company related information, provided in conjunction with discussions between the Provider and Recipient, Patients information, Customer Lists and records, diagnosis and treatments (Ambulatory Reversal Program -ARP), plans, trade secrets, business plans, strategy of the Provider, copyrights, intellectual property and other proprietary information.

**3. Body of Agreement.** The Provider and Recipient parties hereby mutually arrive and agree to generally not disclose, distribute, or otherwise disseminate any data shared between the two parties. This data shall include Clinical Program **Ambulatory Reversal Program (ARP) - Diabetikus**, product formulas, formulas, manufacturing, customer list, financial information, investors, research, marketing, sales, operation, plans, the use of the products, any diagnostic products and processes and training material to aid any person to control diabetes and weight but not be limited to the discussion of topics **(including products training, patients training, marketing method, sales method, implementation of supplements and supplements formulation)** originated by any of the Provider Party.

The parties agree to keep all written documents, business or personal, confidential should they in any way relate to this agreement. Recipient party and any of his / her agents or employee agree not to circumvent

in any fact the transaction of any product and programs that Max Martin, Dr. Pedro J. Martinez, Hope Medical Institute, Hope Diabetes Center or Diabetes Wellness Clinic of America is proposing to its prospects. Also, Recipient parties and any of its agents or employee agree not reveals details of the program or his clinical findings to any form of business of the following type: Private or Group Medical Practices, Pharmaceutical or any kind of medical business that deal with reversing diabetes and obesity; and agrees to respect the confidentiality of the program (**Ambulatory Reversal Program**).

**4. Handling of Confidential Information.** Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than investment with the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

**5. No Grant of Rights.** The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or the intellectual property right that has issued or that may issue, based on such Confidential Information.

**6. Equitable Remedies.** Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

**7. Confidentiality Agreement Miscellaneous.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Neither party shall transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of Arizona without reference to conflict of laws principles. Each party agrees consents to venue and personal jurisdiction in Mesa, Arizona.

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement or invalid as a whole and in such unenforceable or invalid provision within the limits of applicable law. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information.

This agreement may be signed in multiples copies, each of which shall constitute the same instrument. One completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

\_\_\_\_\_  
Max Martin, President

(Provider)

\_\_\_\_\_  
(Recipient)