

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement"), effective _____, 2023 ("Effective Date") is made by and between Honeyville, Inc, a Utah Corporation with principal place of business at 1040 West 600 North, Ogden, UT 84404 ("Honeyville"), XXXXXX with its principal place of business at XXXXX ("XXXX"), and YYYYY with its principal place of business at YYYYY ("YYYY"). "Honeyville", "XXXX", and "YYYY" are collectively referred to herein as "Parties", in singular or plural usage, as required by context.

1. Purpose. The intent of this Agreement is for the Parties to provide product and production facility information for materials which are procured from American Vegetable Oils, Inc. by Honeyville and resold to Nutra Blend (the "Purpose") and to protect the confidential nature of such disclosed information and documentation. In order to facilitate resell and supplier approval for manufacturer materials hereunder, it may be necessary and desirable for one Party (the "Disclosing Party") to disclose to the other Party (the "Receiving Party") certain Proprietary Information, as defined below. Accordingly, all such information which is exchanged between the Parties shall be used by the Receiving Party only for evaluation in connection with discussions with the other Party hereto, and shall be protected by the Receiving Party in accordance with the terms and conditions hereof. Except as provided below, specifically prohibited is the use of such proprietary information in any manner inconsistent with the agreements herein.

2. Definition of Proprietary Information. "Proprietary Information" means all confidential business, technical, and regulatory information, including but not limited to products, specifications, formulae, compositions, processing information, food safety and audit information, disclosed in writing, mechanically, and/or orally, or observed on either Party's premises. Proprietary Information does not include that which: (a) is proven to be already known to or otherwise in the possession of the Receiving Party at the time of receipt from the other Party hereto pursuant to this Agreement; or (b) becomes publicly available or otherwise in the public domain through no breach of this Agreement; or (c) is rightfully obtained by the Receiving Party from any third party without restriction and without breach of a similar agreement; or (d) proven to be independently developed by the Receiving Party without use of the Disclosing Party's Proprietary Information; or (e) released by the Disclosing Party to any third party without restrictions.

3. Obligations of Protection and Non-Disclosure of Proprietary Information. This Agreement shall terminate 1 (one) year from the Effective Date. Notwithstanding such termination, Proprietary Information shall be kept confidential by the Receiving Party for five(5) years after the receipt thereof, using the same safeguards as it uses to protect its own commercially confidential information of a similar character, but at least using reasonable care, and the Receiving Party shall not use, except for evaluation as provided herein, or disclose in any manner to any third party any such received Proprietary Information without the prior express written consent of such third party. Notwithstanding the foregoing, the Receiving Party shall be entitled to disclose Proprietary Information as required pursuant to judicial action, or governmental regulations or other requirements, *provided* that the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure. Notwithstanding the foregoing, information deemed trade secret by the Disclosing Party shall be kept confidential in perpetuity.

4. Authorized Disclosure. The Receiving Party agrees to reveal the Proprietary Information only to those agents, representatives, consultants, employees and affiliates who need to know the Proprietary Information, and who are informed by the Receiving Party of the confidential nature of the Proprietary Information and who, in the case of any person not permanently employed or affiliated with the Receiving Party, shall enter into an agreement with the Receiving Party (the text of which shall be substantially similar to this Agreement) before receiving any Proprietary Information from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by its agents, representatives, employees, and affiliates.

5. No Licenses. Nothing in this Agreement shall be construed as granting the Receiving Party expressly, by implication, estoppel or otherwise, any license under or any right to utilize: (a) any Proprietary Information received from any other Party hereto, except the limited right to use such information within the Receiving Party's organization for evaluation purposes as specifically provided herein; or (b) any patent, trademark, copyright or trade secret now or hereafter owned or controlled by the other Party hereto.

6. WARRANTY & DISCLAIMERS. THE DISCLOSING PARTY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS PROPRIETARY INFORMATION. NO OTHER WARRANTIES ARE MADE UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DISCLOSING PARTY HAS NO RESPONSIBILITY OR LIABILITY UNDER THIS

AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS".

7. Ownership of Proprietary Information. The Receiving Party agrees that any and all notes, diagrams, descriptions and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing the Proprietary Information shall remain the property of the Disclosing Party. The Receiving Party agrees that the documents listed in the previous sentence shall, upon express request of the Disclosing Party, be promptly returned to the Disclosing Party or, upon express request of the Disclosing Party, be destroyed. The Receiving Party, however, may keep one copy of any document requested to be returned or destroyed in the files of its legal department or outside counsel for record purposes only and the Receiving Party shall not be required to modify, delete or destroy back-up tapes or other electronic media made in the ordinary course of business, provided, however that all obligations hereunder to maintain the confidentiality of Proprietary Information shall continue in full force and effect as long as such back-up media includes any Proprietary Information.

8. Remedies. Each Party acknowledges that the breach of this Agreement may result in irreparable injury to the other Parties and that, in addition to its other remedies, the non-breaching Party or Parties shall be entitled to equitable relief, including, without limitation, to an injunction to restrain any threatened or continued breach of this Agreement in any court of competent jurisdiction. Each Party further agrees that no bond or other security shall be required in obtaining any equitable relief.

9. Non-Disclosure of Agreement. Each Party agrees not to disclose the existence of this Agreement, their possible business arrangement or the terms thereof without the other Parties' prior written consent. Additionally, the Parties agree that they will not communicate to any third party in any fashion that such Party is doing business with the other Parties, or mention any of the other Parties in any advertisements, brochures or similar publications, unless such Party provides prior written consent.

10. No Assignment Without Consent. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, except that any Party may assign this Agreement to a successor in interest in a merger, acquisition, stock sale, asset sale, or similar transaction without consent of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

11. General Provisions. No formal business organization or relationship of any kind is established or intended to be established by this Agreement. This Agreement shall be subject to and construed in accordance with the laws of the State of Utah, without regard to its choice of law provisions. This Agreement contains the entire understanding between Honeyville, American Vegetable Oils and Nutra Blend with respect to the subject matter hereof and may not be modified in any manner, except by a written amendment duly executed by an authorized representative of each of the Parties hereto. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof. This Agreement may be executed in counterparts, including facsimile or e-signature, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

MUTUAL NON-DISCLOSURE AGREEMENT

The Parties, through their undersigned authorized representatives hereby agree to the terms and conditions of this Agreement.

HONEYVILLE, INC ("Honeyville")

XXXXX ("XXXXX")

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

XXXXX ("XXXXX")

SIGNATURE

PRINTED NAME

TITLE

DATE