

VENDOR AGREEMENT

This **AGREEMENT** made this ____ day of _____, 2016, by and between Paradigm Source, LLC, a Nevada limited liability company which has its principal place of business at 131 S. Main St, Mt. Pleasant, Michigan 48858 (hereafter "Paradigm Source"), and _____ *(Vendor)*, a _____ *(State)* *(Type of entity)* _____ which has its principal place of business at _____ *(Vendor's address)* _____ (hereafter "Vendor").

BACKGROUND

- A. Vendor has expertise in the creation and development of technical information, ideas, and concepts relating to certain products for _____.
- B. Within this AGREEMENT, a VENDOR may also be a potential investor (s), have distribution contacts, affiliates, or additional resources that may benefit Paradigm Source PARTNERS, AFFILIATES, CLIENTS, PRODUCTS, SERVICES, and intellectual property, proprietary information, and trade secrets.
- C. Paradigm Source markets consumer products and services throughout the United States and in a competitive market.
- D. The parties desire to disclose certain information considered by them to be confidential and/or proprietary in conjunction with discussions which could lead to a business relationship between the parties.
- E. The "Furnishing Party" will furnish the other party, the "Recipient," with information and/or other materials, in writing, orally, and in other tangible form (including slides and flip charts), regarding the Furnishing Party. Such information, in whole or in part, together with any analyses, compilations, studies, or other documents prepared by the Recipient, the Recipient's agents, or employees, which contain or otherwise reflect such information and Recipient's review or interest in the Furnishing Party, shall be considered Confidential Information.
- F. As used herein "Confidential Information" shall mean all technical information, ideas and concepts relating to the creation, development, manufacture, sale and distribution of all retail products, direct to consumer products, SERVICES, dietary supplements and whole food products, including consulting, pricing, marketing, and implementation and system designs for such products, including without limitation, all trade secrets, know-how,

improvements, inventions, techniques, formulas, plans, calculations, concepts, designs, marketing plans or materials, strategies, forecasts, manufacturing protocols, parts lists, sources of supply and customer lists, computer programs, software, source codes, object codes, prototypes, working models and production models, manuals, drawings, processes, specifications, instructions, research, test procedures and results, data (including clinical trial results, equipment, identity and descriptions of components or ingredients used, or any other material or information supplied by or on behalf of either party.

- G. The Confidential Information of Vendor and Paradigm Source is proprietary, secret, and confidential, and it is only being disclosed to the other party in conjunction with discussions which could lead to a business relationship between the parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound, agree as follows:

1. Vendor and Paradigm Source shall disclose to the other such Confidential Information as such party deems appropriate.
2. Vendor and Paradigm Source shall review and maintain the Confidential Information in accordance with the following terms and conditions:
 - a. Vendor and Paradigm Source agree to treat all Confidential Information as defined above as confidential and not to disclose the same to any third party. The documents containing such information should be designated "Confidential" or "Proprietary" and shall be so marked by the Furnishing Party.
 - b. No copies of the Confidential Information shall be made, unless agreed to in writing by the Furnishing Party.
 - c. All of the Confidential Information shall be kept and maintained in a safe and secure place with adequate safeguards to ensure that unauthorized persons do not have access to the Confidential Information.
 - d. Only representatives and authorized agents of Vendor and Paradigm Source whose review of the Confidential Information is necessary and appropriate for the purpose set forth in Paragraph C of the Background above shall have access to the Confidential Information. The Confidential Information shall be used by the Receiving Party solely for the purpose stated in Paragraph C of the Background above.
 - e. Any oral discussions between Vendor and Paradigm Source which relate to the Confidential Information shall be kept secret and confidential and are deemed to be Confidential Information.

- f. Upon the request of the Furnishing Party, the Recipient shall promptly return all of the Confidential Information to the Furnishing party or destroy all such Confidential Information, including all work products of the Recipient containing Confidential Information. The returning party shall certify that all Confidential Information and copies or extracts thereof have been returned or destroyed.
 - g. The Recipient agrees to immediately notify the Furnishing Party in writing of any misuse or misappropriation of the Confidential Information or violation of this Agreement which may come to its attention.
- 3. Neither party, its agents, employees, representatives, subsidiaries, affiliated or parent companies shall, for themselves or for the benefit of any person or entity other than the Furnishing Party, use or disclose the Confidential Information of the other, whether written or oral, software technology or otherwise for any purpose, at any time or in any place, without the express prior written approval of the Furnishing Party.
- 4. Notwithstanding anything to the contrary herein, the Recipient shall have no obligation to preserve the confidentiality of any information which
 - a. was previously known to the Recipient free of any obligation to keep it confidential as shown by the written records of the Recipient, so long as the Recipient did not receive such information directly or indirectly from the Furnishing Party;
 - b. is or becomes publicly available, by other than unauthorized disclosure;
 - c. other than for patents, is independently developed by Recipient without knowledge of the Confidential Information as shown by the written records of the Recipient;
 - d. is disclosed to third parties by the Furnishing Party without restriction; or
 - e. is lawfully received from a third party whose disclosure would not violate any confidentiality or other legal obligation.
- 5. No liability shall arise under this Agreement due to the Recipient's disclosure of Confidential Information made pursuant to judicial or government order, provided the Recipient notifies the Furnishing Party as soon as possible, and in any event prior to such disclosure, and cooperates with the Furnishing Party in the event the Furnishing Party elects to legally contest and avoid such disclosure.

6. Vendor and Paradigm Source agree that neither party acquires any title, ownership, or other intellectual property right or license under this Agreement.
7. The obligations of this Agreement with respect to the use or disclosure of the Confidential Information shall survive for a period of seven (7) years from the date of last disclosure, or for as long as Vendor or Paradigm Source is commercially utilizing or marketing the Confidential Information, whichever is longer.
8. In the event either party breaches, or threatens to breach, any of the covenants expressed herein, the damages to the non-threatening or nonbreaching party will be great and irreparable and difficult to quantify; therefore, the non-threatening or nonbreaching party may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentiing such party from any other relief in either law or equity.
9. Paradigm Source and Vendor agree they will indemnify and hold harmless the other party from all losses, damages, causes of action, and attorneys' fees incurred by the other party arising from the breach of this Agreement by Paradigm Source or Vendor, as the case may be.
10. Paradigm Source and Vendor understand and agree that execution of this Agreement is not intended to, and does not commit Paradigm Source or Vendor to do any further business with each other, including but not limited to business relating to any ideas presented by Vendor or Paradigm Source hereunder. Except as set forth herein, the performance of this Agreement by Vendor and Paradigm Source shall not give rise to liabilities of any kind on the part of Vendor or Paradigm Source and no legal obligations whatsoever shall arise except (a) from a written agreement executed by authorized representatives of both Paradigm Source and Vendor, and (b) the obligations set forth in this Agreement.
11. This Agreement cancels, replaces and supersedes all prior Agreements between the parties hereto, and shall be governed by, and construed in accordance with, the domestic laws of the State of Michigan or Texas, excluding its principles of conflicts of laws. The parties hereto agree that any such action related to this Agreement shall solely be venued in any Federal or State Court of competent jurisdiction located in Dallas County, Texas, or Isabella County, Michigan and the parties hereby irrevocably submit to the jurisdiction and venue of said court.
12. This Agreement shall not be assigned by any party hereto without the express prior written consent of the other party.

13. In the event that the Confidential Information is or becomes the subject of a patent application, patent, Copyright application, or copyright, the Recipient agrees and understands that the Furnishing Party will have all the rights and remedies available to it under the law as a result of said patent applications, patents, copyright applications, or copyrights, and that disclosure of such Confidential Information to the Recipient does not in any way effect those right and remedies.
14. It is understood by the Recipient that the Confidential Information disclosed hereunder may relate to products that are, under development or planned for development. THE FURNISHING PARTY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, AND ANY EXPRESS WARRANTY WITH RESPECT TO ANY OF THE CONFIDENTIAL INFORMATION AND DOCUMENTATION DISCLOSED HEREUNDER. The Furnishing Party accepts no responsibility as a result of any expenses, losses, damages, or actions incurred or undertaken by the Recipient as a result of the Furnishing Party's receipt or use of any Confidential Information or Documentation.
15. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

IN WITNESS WHEREOF, the parties leave executed this Non-Disclosure Agreement effective the date first written above.

Paradigm Source, LLC

By: _____
[Michael Judge, Partner]

[Vendor]

By: _____
[_____ Name, _____ Title]