



CONFIDENTIAL DISCLOSURE AGREEMENT

In consideration of a relationship with GoNo Food Finder LLC, aka MyFormulary LLC Fitness Formulary®, MyFormulary®, Football Formulary, MyFormulary Health, GoNo™, Efficacy Engine®, Remedy Rewards® and/or iFormulary, LLC (collectively “GoNo”) as an actual or potential investor, supplier, partner, client, employee, manufacturer, licensee, or consultant, pursuant to which GoNo may disclose certain proprietary information relating to patents and/or patent applications and/or other products being developed along with business plans, technologies, prospective or existing customers, partners, vendors and/or shareholders, code, source code, distributors, resellers, partners, financial statements, licenses, accounting records, vendors, business methods and models, marketing plans and strategy, trade secrets, patents, patent applications, patent prosecution strategies or details and other confidential information of GoNo (hereinafter “Information”), and in consideration of this disclosure, the undersigned (hereinafter “Recipient”) hereby agrees as follows:

1. Recipient agrees to keep the disclosed Information confidential and to utilize all reasonable and best efforts to ensure that such Information will not be transmitted to unauthorized third parties or made public.
2. The foregoing obligations not to disclose or make any use of the Information shall remain in effect and extend for a period of five (5) years from the Effective Date set forth below; however, the obligation of confidentiality will not apply to any subject matter:
 - a. Which is now or which becomes public knowledge through no fault of Recipient;
 - b. which was already known to Recipient before disclosure by GoNo of Information to Recipient;
 - c. which is disclosed to Recipient by an independent third party having no obligation of confidentiality to GoNo;
 - d. which was developed by employees or agents of Recipient independently of and without reference to any Information; or
 - e. which is approved (via written authorization) by GoNo for release by Recipient.
3. Recipient agrees that, for a period of three (3) years from the Effective Date set forth below, Recipient will not:
 - a. directly or indirectly render services to, invest in, or lend to any person, firm or corporation in connection with the research, development, manufacture, marketing, sale or promotion of any products or services that are competitive with any products or services of GoNo of which the Recipient has direct knowledge (whether commercially available or under development);
 - b. disrupt, damage, impair, or interfere with the business of GoNo whether by way of interfering with or disrupting the relationship of the GoNo with its clients, customers, representatives, vendors or suppliers;
 - c. directly or indirectly call upon or solicit any customer or supplier of GoNo or induce, encourage or influence any customer or supplier to terminate or otherwise modify adversely to GoNo its business relationship with GoNo; or
 - d. employ, contract, affiliate, or create any relationship with (by soliciting or assisting anyone else in the solicitation of) any of GoNo’s current employees or



contractors or any other person who had been employed or contracted by GoNo within the two (2) years prior to the Effective Date set forth below.

4. All suggestions, ideas, documents, strategies, relationships with individuals, companies, organizations or governments, and materials, including prototype models and devices, relating to the Information, and provided or disclosed to the undersigned by GoNo are considered proprietary and confidential to GoNo, and are not to be used for any purpose other than with respect to projects on which the undersigned is working pursuant to the aforesaid relationship with GoNo and relating to the Information.
5. All material provided by GoNo to Recipient pursuant to this Agreement shall be returned to GoNo at any time upon written request.
6. Recipient acknowledges and agrees that, in the event of a breach or threatened breach of any of the provisions of this Agreement by Recipient, GoNo will have no adequate remedy in damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach; provided however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.
7. This Agreement shall be governed by the laws of the state of Minnesota and the laws of the United States of America.
8. This Agreement constitutes and expresses the entire agreement and understanding between the parties superseding any prior understanding, commitments, or agreements, both oral and written, with respect to the Information hereof. As such, there are no understandings, agreements, licenses, or representations, express or implied, between the parties hereto which are not specified herein.
9. The terms of this Agreement may not be changed, amended, altered, or modified except by a subsequent Agreement making reference to this Agreement and stating with specificity those changes, alterations or modifications.
10. This Agreement does not represent or imply any agreement or commitment to enter into any business relationship, or to expend funds or other resources in the development of products or services. This Agreement does not create any agency or partnership relationship between the parties or authorize a party to use the other party's name or trademarks. Subject to the obligations of this Agreement, neither party is precluded from independently pursuing any activities similar to or in competition with the purpose contemplated in this Agreement.

SIGNATURES ON FOLLOWING PAGE



IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of _____ (the "Effective Date").

GoNo Food Finder LLC
4944 Penn Avenue South
Minneapolis MN 55419

Signature

Signature

Printed Name

Corporate Authority Printed Name

Corporate Name (if applicable)

Title (if a corporate entity)

Title