

**NONDISCLOSURE AGREEMENT**

**BETWEEN: Eighteen Fifty Equity, Inc**, a British Columbia Corporation and **Natural Wellness, Inc.**, a Missouri corporation (“Discloser”);

**AND:** The Undersigned (“Recipient”).

The undersigned Recipient hereby acknowledges and agrees that the Recipient will receive and review proprietary and confidential information including but not limited to financial documents, identities of individuals and entities, ideas, concepts, business strategies, business plans, legal opinions, business structures, agreements, designs, trade secrets and other proprietary information, including but not limited to information relating to the business plan and financial records of Disclosure (collectively, the “Confidential Information”). The review of the Confidential Information and discussions with the Discloser is for the sole use of the Recipient in determining whether the Recipient may be interested in entering into a business relationship with Discloser relating to the Confidential Information.

The Recipient agrees to keep all of the Confidential Information, disclosed now or in the future, in the strictest confidence for a period of three years from the date of this Agreement and further agrees not to reveal anything pertaining to it to any party(s) outside the scope of this Agreement without the prior written consent of Discloser, which consent may be withheld in the complete discretion of the Discloser. The Recipient further agrees that the consideration for this Agreement is the right to discuss and review the Confidential Information.

Discloser will be entitled to all remedies provided by law, including injunctive relief, in the event Recipient breaches or threatens to breach this Agreement. The prevailing party in any action relating to this Agreement will be entitled to an award of attorneys’ fees.

The Recipient has reviewed, agrees to, and fully understands all of the terms and conditions of this Agreement. The Recipient further understands and agrees that (i) this is the entire agreement relating to the Confidential Information, (ii) this Agreement can only be modified by a writing signed by Recipient and Discloser, (iii) that Oregon law will govern interpretation of this Agreement and that the Oregon Courts in Multnomah County will have exclusive venue over any dispute involving this Agreement.

Recipient: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Address: \_\_\_\_\_

Execution of Agreement: Recipient may sign and return this document or acquiesce to its terms in writing via email to [mike@mikearnold.com](mailto:mike@mikearnold.com).