

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, entered into as of **31st day of August 2015** between **METRON NUTRACEUTICALS, LLC**, an Ohio Limited Liability Company, **4600 Euclid Avenue, Suite 401, Cleveland, OH, 44103, USA** (hereinafter referred to as “Metron”) and **Clayton R Thomas, Individually, and Personalized Healthcare Solutions, LLC, 209 10th Avenue S Nashville, TN, 37203**, sets forth the terms and conditions by which each party agrees to disclose certain of its Confidential Information to the other party for the sole purpose of evaluating the possibility of future business relationships between the parties (hereinafter referred to as “The Evaluation”).

WHEREAS, each party is interested in possible business opportunities and,

WHEREAS, in the course of The Evaluation, each party may be given access to the other party’s confidential information;

NOW THEREFORE, in consideration of the promises, the parties agree as follows:

EACH PARTY AGREES THAT THIS AGREEMENT SUPPLEMENTS AND IS INCLUSIVE OF THE EXISTING CONFIDENTIALITY AGREEMENTS, WHETHER CONTAINED IN A CONTRACT OR SEPARATE SECURITY DIRECTIVE, EXECUTED BETWEEN THE PARTIES AND THIS AGREEMENT IN NO WAY SUPPLANTS THE PRIOR AGREEMENTS.

(1) Confidential Information. “Confidential Information” includes any and all information, whether oral, written, machine readable, in a physical embodiment or otherwise which is disclosed for the purpose of The Evaluation. It also includes but is not limited to, all information or materials prepared in connection with work performed under this or any related subsequent agreement and includes, without limitation, all of the following: work site information, the Parties’ client roster information, financial statements, financial data, business plans, techniques, models, data, source code, object code, documentation, diagrams, flow charts, processes, procedures, “know-how”, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, including trade names, trademarks, customer, supplier, agent or person names and other information related to customers, suppliers, or agents, pricing policies and financial information, data and information relating to existing or former employees, agency, and contract personnel or applicants, and other information of a similar nature, whether or not reduced to writing or other tangible form, any other trade secrets or nonpublic business information and any information which is marked as confidential by a party or, if disclosed orally or visually, is identified as confidential at the time of disclosure and followed by a written notice of confidentiality. In addition to the above, any information provided by Metron which references any Metron product and any Metron product related process including but not limited to process involving water-soluble hydrolyzed clinoptilolite fragments and any nutraceutical products based on water-soluble hydrolyzed clinoptilolite fragments shall always be considered “Confidential Information”.

(2) Use of Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Access to the Confidential Information shall be

restricted to those of each parties' personnel engaged in use required by The Evaluation. Such personnel shall be advised of the confidential nature of the material received and shall be required to observe the provisions of confidentiality set forth herein.

(3) No Copies. The Confidential Information may not be copied or reproduced without the disclosing party's prior written consent.

(4) Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of discussions between the parties or (b) request by the disclosing party.

(5) Exceptions. Nothing in this Confidentiality Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies), (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Confidentiality Agreement.

(6) Judicial Proceeding. In the event either party receives a subpoena or other valid administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt, so that such other party may seek a protective order or other appropriate remedy. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

(7) No Transfer or Warranty. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.

(8) Relief. The parties agree that remedies at law will be inadequate to protect against actual or threatened breach of this Agreement; and each party agrees in advance to the granting of injunctive relief in favor of the other without proof of actual damages in addition to any other rights and remedies available to it.

(9) Term This Agreement for the purposes of disclosure of Confidential Information shall remain in full force and effect, unless sooner terminated by mutual agreement, for a period of three (3) years from the effective date of this agreement. However, the confidentiality of the information disclosed hereunder, and the knowledge gained as a result of the review thereof, shall survive the term of this agreement, and shall be maintained in confidence for a period of five (5) years.

(10) No Commitment Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.


(11) No Assignment This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

(12) Construction If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

(13) Headings The headings to the various sections are supplied solely for reference and are not to be construed in any way in interpretation of the substantive provisions of this Agreement.


(14) Authority The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to make this Agreement on behalf of their company.

(15) Entire Understanding; Modification; Jurisdiction Except as provided in paragraph one above this Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral communications, agreements and understandings relating thereto between the immediate parties herein. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement will be construed in accordance with and governed by the laws of the State of Ohio and jurisdiction shall lie with the Cuyahoga County Court of Common Pleas.

By: 

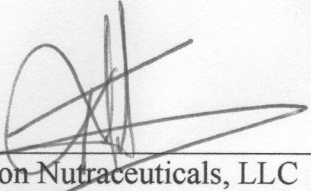
Personalized Healthcare Solutions, LLC
Clayton R Thomas, as President

Date: 8/31/2015

By: 

Clayton R Thomas, Individually

Date: 8/31/2015

By: 

Metron Nutraceuticals, LLC
Dr. Nikolaos Tsirikos-Karapanos, as President

Date: 8/31/2015