

**Non-Disclosure, Non-Circumvention,
and Non-Compete Agreement**

This Non-Disclosure, Non-Circumvention, and Non-Compete Agreement is entered into on _____(Date) between _____, the undersigned, and _____of Texas All Natural, Inc., a Texas Corporation, also referred to in this agreement as “the Company”.

Recitals.

1. Texas All Natural Inc. has developed certain Confidential Information, knowledge, and industry contacts (as defined in Section 1 of the Agreement below) that is proprietary to the Company and that the Company believes has substantial value for commercial exploitation.

2. The Company is willing to disclose the Confidential Information for the limited purpose, and subject to the terms and conditions, set forth in this Agreement including compensation.

AGREEMENT

1. Definition of Confidential Information

For purposes of this Agreement, the term "Confidential Information" means all information disclosed to the undersigned by or on behalf of the Company either directly or indirectly and either in writing or orally, relating to the development of specific products, their uses, attributes and markets. Confidential Information shall include, without limitation, information regarding specific information regarding the product lines contents, sources, partners, providers, investors, capital base, assets, development and production techniques, as well as any and all general and specific financial and product information. Despite the foregoing, Confidential Information does not include: (1) information already in possession of the undersigned at the time of the Company's disclosure; (2) information that is now or later becomes part of the public domain, unless such information becomes part of the public domain as a result of any action or inaction on the part of the undersigned; or (3) information received by the undersigned from a third party, unless such third party has also been directed by the Company to retain such information on a confidential basis.

2. Use of Confidential Information

The undersigned shall use the Confidential Information exclusively for the purpose of evaluation of the Company and its product's potential for such business purposes as the Company shall utilize regarding methods, concepts, ideas, product/services, or proposed new products or services. Except as required by law, the undersigned shall not disclose any Confidential Information to any third party. The undersigned will not make use of any Confidential Information, in any

_____ (Initials of Prospective Investor or Consumer)

manner, without the Company's prior written consent, that may be given or withheld by the Company or any of its executives or Board of Directors.

3. Non-Circumvention, Non-Disclosure, and Non-Compete

In consideration of the Company's disclosure of the Confidential Information, the undersigned shall not at any time prior to the date immediately preceding the tenth anniversary date of this Agreement, attempt in any manner to commercially exploit the proposed business concepts, products, materials or plans of the Company or any of the Confidential Information without the Company's prior written consent, that may be given or withheld by the Company's President in his sole discretion. This includes disclosing any confidential information to any third-party that may commercially exploit this information. The undersigned further agrees that their interest in this confidential information is solely for the evaluation of an equity investment in the Company's Common Stock or purchase of the Company's product(s), and that they will not in any way compete, utilize, or exploit the confidential information for their own benefit nor the benefit of any third-party or entity.

4. Ownership & Return of Confidential Information

The undersigned acknowledges no ownership or proprietary rights in the Confidential Information. Upon the Company's request, the undersigned shall immediately return to the Company all Confidential Information provided to it, and shall retain no materials relating thereto, including copies of, notes on, or abstracts of, any Confidential Information.

5. Further Agreements

Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the undersigned, any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by either the Company, or the undersigned to enter into any further Agreements with each other with respect to any Confidential Information beyond a possible equity investment or purchase of product(s) in the Company.

6. Miscellaneous

In the event, any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs. The parties acknowledge and agree that the extent of damage to the Company in the event of breach by the undersigned, of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there will be no adequate remedy of law available to the Company in the event of such breach. Consequently, the undersigned agrees that, in the event of such breach, the Company, in addition to receiving damages for the breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief. Notices shall be deemed delivered 3 days after the date of mailing if mailed, by first class mail, registered or

certified, postage prepaid at the addresses stated below. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law. This Agreement contains the entire Agreement between the parties, and may be amended only by a written instrument signed by both parties and is not assignable in any manner.

7. Attorney Fees

In the event of any litigation or other legal proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney fees) incurred in the proceeding.

8. General

8.1 All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to the respective parties at the addresses defined on the first page of this Agreement, or at such other address as shall be given by either party to the other in writing.

8.2 No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

8.3 The validity, construction and performance of this Agreement shall be governed by the internal laws of the State of Texas, without regard to provisions regarding conflicts of law.

8.4 Both the Company and the undersigned agree that venue is proper in Taylor County, Texas.

8.5 Throughout the duration of this agreement the recipient shall not, in any manner, represent, provide services, utilize for personal use, or engage in any aspects of business that would be deemed similar in nature to the business of Texas All Natural, Inc. or to its product(s).

8.6 In the event that a prospective consumer has the desire to obtain more information about the Company's product through testing procedures, approval must be obtained from a legal representative of the Company. Tests can only be performed to acquire information about the nutrients and safety of the product.

_____ (Initials of Prospective Investor or Consumer)

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Understood, Agreed & Accepted

In witness of this, the undersigned, and the Company have executed this Agreement as of the day and year written on the first page.

Texas All Natural, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title (if applicable)

402 Cypress Street, Suite 602
Address

Address

Abilene, Texas 79601
City, State, Zip

City, State, Zip

US Patent Pending

_____ (Initials of Prospective Investor or Consumer)