

## NONDISCLOSURE AGREEMENT

In connection with a proposed business opportunity (the "Opportunity"), TWIC Liquidating Trust ("Assignee") as the assignee for the benefit of creditors of Three Twins Organic, Inc. a California Corporation ("Company") has allowed you, \_\_\_\_\_ from \_\_\_\_\_, access, or may allow you access, to business, technical or other information, materials and/or ideas ("Proprietary Information," which term shall include, without limitation, (a) the manner in which any such information may be combined with other information, or synthesized or used by Company and anything you learn or discover as a result of exposure to or analysis of any Proprietary Information).

In consideration of any disclosure and any negotiations concerning the Opportunity, you agree as follows:

1. You will hold in confidence and will not possess or use (except as required to evaluate the Opportunity) or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company or (c) was properly disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.

2. If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which Proprietary Information may be contained or embodied.

3. You will promptly notify the Assignee of any unauthorized release, disclosure or use of Proprietary Information.

4. Upon the request of Assignee, you shall promptly redeliver to the Assignee or, if requested by Assignee, shall promptly destroy, or in the case of electronically stored data or information shall promptly delete, all Proprietary Information and any analyses, compilations, studies, notes or other documents prepared by or your representatives which contain or otherwise reflect or are derived from such Proprietary Information, and will not retain any copies, extracts or other reproductions thereof. Upon the request of the Assignee, you shall certify that such redelivery, destruction, or deletion has been completed

5. You understand that this Agreement does not obligate the Assignee to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by the Assignee from time to time with respect to Proprietary Information or the Company systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Proprietary Information or to access Company systems and ensure that no other person has or obtains access thereto.

6. The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated in Paragraph 1 above.

7. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to the Assignee for which damages are not an adequate remedy, and that Assignee shall therefore be entitled to equitable relief in addition to all other remedies available at law.

8. You need be aware of 18 U.S.C. § 1833(b), stating: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.”

Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

9. This Agreement is personal to you, is nonassignable by you, is governed by the internal laws of the State of California and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.

Acknowledged and agreed on \_\_\_\_\_, 2020:

Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)